PROJECT MANUAL

FOR

BORDER AVENUE ROAD
AND
WATERLINE IMPROVEMENTS

FOR THE

CITY OF WESLACO

2015

City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596
(956) 968-3181

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City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596
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Document 00001

TITLE SHEET

PROJECT MANUAL
FOR
CITY OF WESLACO
BORDER AVENUE ROAD AND WATER LINE IMPROVEMENTS

FOR

WESLACO, TEXAS

STATE OF TEXAS
ROBERTO FINA CARRAL
116857
LICENSED
PROFESSIONAL ENGINEER

ROAD IMPROVEMENTS PROJECT MANAGER

Signature

2-23-2015
Date

STATE OF TEXAS
MARDOQUEO HINOJOSA
107390
LICENSED
PROFESSIONAL ENGINEER

WATER LINE PROJECT MANAGER

Signature

2-23-15
Date

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Document 00003

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SUPPLEMENTARY CONDITIONS

ADDENDA

(For filing) Documents listed "for filing" are to be provided by the Bidder and are not included in this Project Manual unless indicated for example only. The Document numbers and titles hold places for actual documents to be submitted by the Contractor during the bid, post-bid, or construction phase of the Project.

*1 For newspaper publication; not included as part of Project Manual.

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

DIVISION 2 – TECHNICAL SPECIFICATIONS FOR WATER LINE INSTALLATION

DIVISION 3 – TECHNICAL SPECIFICATION FOR ROAD IMPROVEMENTS

All specifications applicable to this project are identified as follows:

2004 TxDOT Standard Specifications for Construction of and Maintenance of Highways, Streets and Bridges with any revisions thereto where specified “TxDOT”.

ITEM NO.	DESCRIPTION
100	PREPARING RIGHT OF WAY (103)
103	DISPOSAL OF WELLS
104	REMOVING CONCRETE
105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
110	EXCAVATION (132)
132	EMBANKMENT (100), (204), (210), (216), (400)
160	TOPSOIL
164	SEEDING FOR EROSION CONTROL (162), (166), (168)
166	FERTILIZER (520)
168	VEGETATIVE WATERING
204	SPRINKLING
210	ROLLING
216	PROOF ROLLING
247	FLEXIBLE BASE (105), (204), (210), (216), (520)
260	LIME TREATMENT (ROAD-MIXED) (105), (204), (210), (216), (520)

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Document 00004

LIST OF DRAWINGS

The list of Drawings is provided on the Sheet Index page for Road and Waterline Project.

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Document 00020

NOTICE TO BIDDERS

Owner/Waterline Eng.: The City of Weslaco, Texas
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: (956) 968-3181
Fax: (956) 973-3128

Engineer: TEDSI Infrastructure Group
1201 E Expressway 83
Mission, Texas 78572
Phone: (956) 424-7898

1.00 INVITATION

A. Bidders are invited to submit an offer for performance of a Contract to the City of Weslaco located at the above address, for the following construction Project:

Project: City of Weslaco, Border Avenue Road and Waterline Improvements

Located: In the City of Weslaco, Hidalgo County, Texas

B. Work of the Project consists of construction of, Street Paving/Reconstruction, Storm Sewer, Water Distribution and Concrete Sidewalks.

C. The Contract Documents are identified as Border Avenue Road and Waterline Improvements as listed in the Project Manual, issued by the City of Weslaco and Engineer of Record:

TEDSI Infrastructure Group
1201 E Expressway 83
Mission, Texas 78572
Phone: (956) 424-7898

D. The bidder shall bear all costs associated with the preparation and submission of its bid, and the Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

E. When requested, the successful Bidder shall present satisfactory evidence that Bidder has regularly engaged in furnishing products and performing construction work as proposed, and has the capital, labor, equipment, and material to execute the Work required by Contract Documents.

2.00 BID SUBMISSION

A. Bids signed by an officer of the company and dated will be received at the City of Weslaco Purchasing Department, at 255 South Kansas Ave. Weslaco, Texas until 3:00 P.M. local time, on Friday, 6 of March, 2015.

B. Bids submitted after the above time will be returned to the Bidder unopened.

C. Bids shall be submitted in United States Currency and the English language on the Bid Forms and Supplements to Bid Forms provided with this Project Manual.

D. Oral, telephonic, facsimile, or telegraphic bids are invalid and will not receive consideration.

E. Bids will be opened and publicly read in the City of Weslaco Purchasing Conference Room at 255 S. Kansas Ave. Weslaco, Texas, on the same date bids are received.

F. Bids will be irrevocable for **90 days** from the bid date. Bidder may withdraw after 90 days without penalty if no mutual agreement can be reached.

3.00 MODIFICATION OR WITHDRAWAL

A. Bids submitted early may be modified or withdrawn by notice to the City of Weslaco at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder and shall be so worded as not to reveal the amount of the original Bid.

B. Oral, telephonic, facsimile, or telegraphic modification of Bids will not receive consideration.

C. Withdrawn Bids may be resubmitted up to the time designated for receipt of Bids.

4.00 CONTRACT TIME

A. The Work shall be performed within **180 calendar days** from the date established in the Notice to Proceed.

B. Contractor shall pay liquidated damages in the amounts stated in Document 00500 - Agreement for failure to complete the Work within the Contract Time.

5.00 SECURITY DEPOSIT REQUIREMENTS

A. Bids shall be accompanied by a security deposit as stated in Document 00100 - Instructions to Bidders.

6.00 EXAMINATION

A. Bid Documents are on display on the City of Weslaco website and may be examined at the City of Weslaco- Planning Department.

7.00 AVAILABILITY

A. Bid Documents may be purchased from the office of the Engineer of Record or are available for printing at http://www.weslacotx.gov/Bids.htm.

B. Bid Documents may be purchased by bidders upon receipt of a cashier's check, certified check, money order, company check, or personal check in the amount of $150.00 for each set, made payable to TEDSI Infrastructure Group. The $150.00 cost includes the Project Manual w/ Specifications and one full sized set of Drawings. They can also be downloaded at no cost, as specified on 7(A).

C. The cost for the bid documents will not be refunded.

D. Bid Documents are made available only for the purpose of obtaining offers for this Project. Purchase of Bid Documents does not grant a license for other purposes.

E. On receipt of Bid Documents, verify that documents are legible and complete. Compare contents of Project Manual with Table of Contents; see that all drawings listed in the List of Drawings are included. Notify the Engineer of Record and/or City of Weslaco should the documents be incomplete as issued.

8.00 QUESTIONS AND INTERPRETATIONS

A. Bidder is required to study Bid Documents, the site, and conditions affecting the Work, and submit written questions on interpretation of those documents and conditions, or other factors affecting the Work, to the Engineer of Record and City of Weslaco.

B. Written questions may be submitted by facsimile or email, addressed to the Engineer. **No questions will be accepted after 5:00 PM, Monday, March 2, 2015.** All facsimile communications shall be confirmed by mailing the original correspondence to the office of the Engineer and to City of Weslaco, if applicable.

C. Immediately notify the Engineer upon finding discrepancies or omissions in the Bid Documents.

9.00 ACCEPTANCE/REJECTION OF BIDS

A. The Owner reserves the right to reject or accept any bids as stated in Document 00100 - Instructions to Bidders.

10.00 PRE-BID CONFERENCE

A. One (1) pre-bid conference will be conducted by the Owner on Friday, February 27th, 2015 at 11:00 AM. The pre-bid conference shall be conducted at the City of Weslaco Planning Conference Room: located at 255 S. Kansas Ave. in Weslaco, Texas. **Attendance by prospective Bidders is highly recommended.** Sub-contractors, suppliers, and equipment suppliers may attend.

B. Recognizing that free and open communication will benefit all participants, the Owner does not intend to limit or curtail the exchange of information between the Engineer and the prospective Bidders. However, the pre-bid conference is conducted primarily for the benefit of prospective Bidders. As such, a specific procedure will be followed during the conference:

   a. All attendees will sign-in, indicating their role with the project: contractor, supplier, manufacturer, etc.

   b. Seating priority will be given to Prospective Bidders. Sub-contractors, suppliers, and manufacturer's representatives shall remain behind the contractor area.

   c. The Owner will make introductions of his staff and consultants.

   d. The Owner and consultants will give a brief description of the project.

   e. Only Contracting firms (Prospective Bidders) are permitted to ask questions. Sub-contractors suppliers, and manufacturer's shall deliver their questions to the Contractor they are working with for presentation.

   f. Questions and answers will be recorded and developed into Meeting Minutes. Meeting Minutes will be distributed to meeting attendees. The Owner reserves the right to use electronic recording, or some other method to record the meeting.

C. The meeting will be conducted in English. Translators will not be provided.

D. If necessary, written clarifications or instructions will be issued in the form of an Addendum. Refer to Section 00100 – Instructions to Bidders for specific information concerning Addendums.

END OF DOCUMENT

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REQUEST FOR BIDS

The City of Weslaco is soliciting sealed Request for Bids; hereinafter referred to as RFB, to be received by the City's Purchasing Department located at 255 S. Kansas Avenue, Weslaco, Texas 78596. City of Weslaco normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays. A pre-bid conference will be conducted by the Owner and Engineer on Friday February 27, 2015 at 11:00am. The pre-bid conference shall be conducted at the City of Weslaco City Hall – Planning Conference Room located at, 255 S. Kansas Avenue, Weslaco, Texas 78596. Attendance by prospective Bidders is mandatory for all general contractors submitting bids. Sub-contractors, suppliers, and equipment suppliers may attend.

The City of Weslaco will receive sealed bids for the Border Avenue Road and Waterline Improvements until 3:00 p.m. on Friday March 6, 2015 addressed to the City of Weslaco's Purchasing Department, Weslaco City Hall, 255 S. Kansas Ave., Weslaco, Texas 78596. The bids will be publicly opened and read aloud as near as practical after 3:00 p.m. on the date of submittal at the Weslaco City Hall. Bids received after closing time will be returned unopened. It is the responsibility of the submitter to see that any BID submitted shall have sufficient time to be received by the City's Purchasing Department prior to the BID opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the BIDS. BIDS will not be accepted by telephone or facsimile machine. All BIDS must bear original signatures and figures. The BID shall be for:

RFB # 2014-15-17
Border Avenue Road and Waterline Improvements (18th Street to Mile 5 North)

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR BIDS" notice in the mail or reading same in the newspaper are advised that the Bid Packets may be obtained from the office of TEDSI INFRASTRUCTURE GROUP, INC. 1201 E. EXPRESSWAY 83, Mission, Texas 78572, Phone No (956) 424-7898 for the amount of $150.00 each. Additionally, BIDS can be downloaded from the City of Weslaco web page address: www.weslacotx.gov. General and/or Prime Contractors submitting bids and/or proposals to the City of Weslaco shall be non-refundable.

If you have any questions or require additional information regarding this RFB, please contact Mardoqueo Hinojosa, P.E., Planning Director/City Engineer, at (956) 447-3403.

Hand Delivered RFQ'S:	255 S. Kansas Avenue C/o Purchasing Department
If using Land Courier (i.e. FedEx, UPS):	City of Weslaco C/o Purchasing Department 255 S. Kansas Avenue Weslaco, Texas 78596
If Mailing Proposals:	City of Weslaco C/o Purchasing Department 255 S. Kansas Avenue Weslaco, Texas 78596

Document 00100

INSTRUCTIONS TO BIDDERS

1.00 SUMMARY

1.01 DOCUMENT INCLUDES

A. Bid Documents and Contract Documents.

B. Site Assessment.

C. Subcontractors/Suppliers/Others.

D. Bid Submission.

E. Bid Enclosure Requirements.

F. Offer, Acceptance, Rejection.

1.02 RELATED DOCUMENTS

A. Document 00020 - Notice to Bidders: Date, time and place for receipt of bids; Contract Time.

B. Document 00310 - Form of Proposal.

C. Document 00405 - Schedule of Unit Price Work.

D. Document 00407 - Schedule of Alternates.

E Document 00450 - Post Bid Procedures.

F. Document 00500 - Agreement.

G. Document 00700 - General Conditions.

H. Document 00800 - Supplementary Conditions.

2.00 BID DOCUMENTS AND CONTRACT DOCUMENTS

2.01 DEFINITIONS

A. Definitions set forth in Document 00700 – General Conditions and in other Contract Documents, are applicable to the Bid Documents.

B. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, modify, correct, or change the Bid Documents.

C. Alternate Bid: The total amount bid for additions to the Work, as described in the Bid Documents. Each Alternate Bid shall include the cost of effects on adjacent or related components, and the Contractor's overhead and profit.

D. Bid Documents: The Project Manual and Drawings, including Addenda, plus Notice to Bidders, Instructions to Bidders, and Supplements to Bid Forms identified in Document 00310 - Form of Proposal.

E. Bidder: A person or entity who submits a Bid.

F. Low Bidder: The apparent successful Bidder who qualifies as a responsible Bidder and who submits the Bid with the lowest Total Bid Price.

G. Bid, Offer, Bidding: The act of submitting a complete and properly signed offer in accordance with these Instructions to Bidders. The Bid will be in the English language.

H. Total Bid Price: The monetary amount for performing the Work as identified by the Bidder in Document 00310 - Form of Proposal, which amount includes Cash Allowances and Alternate Bids, if any. Bid Price(s) will be in United States.

I. Security Deposit: A certified check, cashiers check or bid bond in at least the sum of 5 percent of the Total Bid Price which includes Cash Allowances and Alternate Bids, if any.

2.02 QUESTIONS, INTERPRETATIONS

A. Bidder shall: 1) carefully study the Bid Documents and compare them with each other, 2) examine the site, conditions thereon, and local conditions, and 3) report at once to the Engineer any errors, inconsistencies or ambiguities discovered.

B. Direct questions to Engineer.

C. Verbal discussions and answers are not binding. Requests from Bidders for clarifications and interpretations of content of documents must be in writing (mail or facsimile transmission only), and must be received not less than 10 business days before the date set for receipt of Bids.

D. The reply will be by Addendum.

2.03 ADDENDA

A. Addenda issued to Bidding Requirements are applicable only during the bidding period. Addenda to the Post-Bid Procedures are applicable only through the issuance of the Notice to Proceed. Any Addenda issued to Contract Forms, Conditions of the Contract, Specifications or Drawings become a part of the Contract Documents. Include resultant costs in the Total Bid Price.

B. Addenda will be issued by the Engineer to Bidders of record by facsimile transmission. Addenda will also be mailed to Bidders of record.

C. Each Bidder shall ascertain, prior to submitting a Bid, that the Bidder has received all Addenda issued. The Bidder shall acknowledge their receipt in the place indicated in Document 00310 - Form of Proposal.

2.04 SUBSTITUTIONS OF MATERIALS/EQUIPMENT

A. No substitutions will be considered on this Project during the bidding period.

B. Voluntary substitutions by the Bidder will not be considered.

3.00 SITE ASSESSMENT

A. Bidders shall examine the Project site before submitting a Bid, become familiar with local conditions under which the Work will be performed, conduct appropriate explorations, and correlate personal observations with requirements of the Bid Documents. Work will be performed in public right-of-way. The site may be examined at any time during daylight hours.

B. Bidder shall make site investigations to the extent Bidder deems necessary to ascertain the extent of subsurface conditions and variations thereof.

C. Failure to perform such investigations during the bid period shall not relieve Bidder from responsibility for investigations, interpretations and proper use of available information in preparation of Bidder's proposal.

D. Publications by the United States Department of Agriculture, Soil Conservation Service and others may be helpful to the bidder in his subsurface site investigation.

E. Geotechnical investigation reports for the proposed AGUA West Wastewater Treatment Plant and Lift Stations may also be helpful to the bidder in his subsurface site investigation.

4.00 SUBCONTRACTORS/SUPPLIERS/OTHERS

A. The Owner reserves the right to reject a proposed Subcontractor or Supplier for reasonable cause.

5.00 BID SUBMISSION

5.01 SUBMISSION PROCEDURES

A. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed in Document 00020 - Notice to Bidders.

B. Submit one copy of the executed offer on the bid forms provided, properly signed, with required Security Deposit, and other Supplements to Bid Forms, in a sealed, opaque envelope. On the outside of the envelope, clearly indicate that it is a sealed bid and include the Bidder's name, Project name and Owner name. Bids submitted by mail shall be enclosed in a separate envelope addressed for mailing, and identifying the enclosure as a bid.

C. Fill in all blanks in the Bid forms. Acknowledge receipt of Addenda. Bid all Alternate Bids required by Bid Documents.

D. A summary of submitted Bids will be made available to Bidders following the Bid opening.

E. All costs and expenses incurred by the Bidder that are associated with preparation of the Bid shall be paid by and be the sole responsibility of the Bidder.

5.02 BID INELIGIBILITY

A. Failure to provide required Security Deposit in the proper amount will be cause to declare the Bid invalid.

B. Improperly completed information may be cause for declaring the Bid invalid.

C. Bids that are unsigned, improperly signed, illegible, obscure, altered, or which contain qualifications or irregularities of any kind, may be declared invalid. Document 00310 - Form of Proposal, Supplements to the Bid Forms identified in the Form of Proposal, or enclosures which are improperly prepared, may be declared invalid.

6.00 BID ENCLOSURE REQUIREMENTS

6.01 SUPPLEMENTS TO BID FORMS

A. Bid submittals shall include any other documents specified in Document 00310 - Form of Proposal.

6.02 SECURITY DEPOSIT

A. Bids shall be accompanied by a Security Deposit.

B. The Security Deposit of the Bidders will be retained until after the Contract is executed.

C. After execution of the Contract, Security Deposits will be returned to the Bidders.

D. If no Contract is awarded, all Security Deposits will be returned to the respective Bidders.

6.03 CERTIFIED CHECK/CASHIER'S CHECK

A. Make certified check or cashier's check (security checks) payable to the Owner.

B. The security checks are submitted on the condition that if the Bidder is named apparent Low Bidder and then fails either to timely execute the Agreement or to timely provide any required bonds, or to do both, then in that event the Owner will cash the security check.

C. The Owner will retain an amount equal to the difference between the Bid of the Bidder providing the security check and the Bid of the Bidder who is finally awarded the Contract and who executes the Agreement and provides the required bonds.

D. Any balance remaining will be reimbursed by the Owner to the Bidder who provided the security check.

6.04 BID BOND

A. The bid bond must be a valid and enforceable bond, executed by a corporate Surety authorized by the Texas State Board of Insurance to conduct insurance business in the State of Texas and shall comply with other requirements set out by law or included in the Bid Documents.

B. Endorse the bid bond in the name of the Owner as obligee, signed by the Contractor as principal and executed, signed and sealed by the Surety.

C. The bid bond must be conditioned such that if the Bidder is named apparent Low Bidder and then fails either to execute the Agreement timely or to provide any required bonds timely, or to do both, then in that event the Surety will be obligated to pay to the Owner an amount equal to the difference between the Bid of the Bidder on whom the bond was written and the Bid of the Bidder who is finally awarded the Contract and who executes the Agreement and provides the required bonds, up to the penal sum of the Bond.

D. In addition, the Owner expressly reserves the right to reject any Bid if the Bid Bond (or Bid Bond rider) conditions the Bid in a way inconsistent with the Bid Documents. Examples include but are not limited to:

1. a condition prohibiting the Owner from making a Claim against the Performance Bond Surety that would be allowable under the Contract and Performance Bond form published in the Bid Documents;

2. a condition that provides that the Performance Bond Surety cannot be held liable for completing the Contract in case of default; or

3. a condition limiting the Performance Bond Surety's liability for damages inconsistent with the Contract and Performance Bond form published in the Bid Documents.

6.05 BID FORM SIGNATURE

A. Document 00310 - Form of Proposal shall be signed by the Bidder as follows:

1. Sole Proprietorship: Full name, address, and signature of sole proprietor, signed in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.

2. Partnership: Name and address of the firm, signature of each partner in the presence of a witness who will also sign. The full name and address of each partner shall be given.

3. Corporation: Signature of duly authorized officer.

4. Joint Venture: Each party of the joint venture shall execute Document 00310 - Form of Proposal under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.00 DETERMINING LOWEST RESPONSIVE, RESPONSIBLE BIDDER

7.01 BIDDERS QUALIFICATIONS

A. Bids must contain evidence of Bidder's qualifications to do business in the state of Texas. To demonstrate that the Bidder is responsible and able to perform the Work, funding policies dictate each Bidder must submit, as a part of the Bidding Documents, all of the items listed below:

00310 Form of Proposal

00405 Schedule of Unit Price Work

00407 Schedule of Alternates

00411 Bid Bond

00420 Statement of Bidder’s Qualifications

00423 Certification of Bidder’s Qualifications

00425 Equipment & Material Suppliers List

00427 Non-Collusion Affidavit

00429 Non-Bribery Model Form

B. Only the above data/information provided with the Bidding Documents may be used for evaluation and developing the Recommendation to Award by the Engineer. Bidders will not be allowed to substitute any “Key Personnel” other than alternates presented in the bid or examples of previous projects submitted in the bid package. Minor clarifications of submitted materials will be permitted after bid opening. Such request for clarifications will only be initiated by the Engineer in writing and only written responses will be accepted.

C. In determining the lowest responsible, responsive Bidder, in addition to price, the following elements will be considered:

1. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services, to the particular use required;

2. The ability, capacity and skill of the bidder to perform the contract or to provide the service required;

3. Whether the bidder can perform the contract and provide the service promptly, or within the time required, without delay or interference;

4. The character, responsibility, integrity, reputation, and experience of the bidder;

5. The quality of performance of previous services, or contracts;

6. The previous and existing compliance by the bidder with laws relating to the contract or service;

7. Any previous or existing noncompliance by the bidder with specifications, or requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information;

8. The sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the service; and

9. The ability of the bidder to provide competent personnel for the job, as demonstrated by the submitted listing of the names and the skills of experienced personnel, including potential alternates, whom the bidder currently employs and who will be available for performing this work;

10. The experience of the bidder in performing work similar in type, size and complexity to this project, as demonstrated by a listing of projects, with verifiable references (names, addresses, phone numbers, etc.), successfully completed.

11. Bidder shall provide with the Bid an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, person, or organization.

7.02 BIDDER MUST MEET THE FOLLOWING MINIMUM CRITERIA:

(A) The Bidder must demonstrate **Successful Completion during the last five (5) years of at least one project comparable in nature and scope to this project. The comparable scope shall be at least 1/4 the size of the proposed project.

(B) At least two *Key Personnel, and their potential alternate, employed by the Bidder must have a minimum of five (5) years experience in similar construction projects.

(C) The Bidder must have an employee, to be dedicated to this project, who is experienced in scheduling, with demonstrated ability in employing scheduling techniques similar to those to be used for this project.

(D) Bidder may, at its discretion, include resumes of alternates for Key Personnel, and if in the process of bid evaluation, the Owner rejects any Key Personnel, the Owner will consider the alternates.

* KEY PERSONNEL: Individuals who will be directly assigned to this project. Resumes of Key Personnel must be submitted with the Bid (include in Document 00420) and accepted by the Owner in order for Bidder to receive the Award. At the minimum, the resumes for the following personnel that are to be assigned to this Project are to be submitted.

(a) Owner or Principals of the Bidder

(b) The Project Manager

(c) The Project Superintendent

(d) The Project Scheduler

(e) Minimum of two Foremen

**SUCCESSFUL COMPLETION: Defined as completion of a project on time, no more than thirty (30) days later than the original contract time, and within budget, within 5% of the original contract price. If there is any project submitted by the Bidder as qualifying, but which does not meet these requirements, in order to be fully responsible, the Bidder is required to submit detailed information on that project demonstrating what caused the increases to cost or time. The name and telephone numbers of the Design Engineer and the Client are to be provided for evaluation as to whether the project may be considered "successful". For any project where liquidated damages were assessed, the Bidder will not be considered to have been on time.

7.03 BIDDERS ARE REQUIRED TO SUBMIT WITH THEIR BID:

00310 Form of Proposal

00405 Schedule of Unit Price Work

00407 Schedule of Alternates

00411 Bid Bond

00420 Statement of Bidder's Qualifications

00423 Certification of Bidder's Qualifications

00425 Equipment & Material Suppliers List

00427 Non-Collusion Affidavit

00429 Non-Bribery Model Form

(A) Failure to submit these items with the bid will result in a finding that the bid is non-responsive and the bid will be disqualified.

7.04 The Owner will evaluate and compare only the bids determined to be responsive in accordance with the following:

(a) Is the bid complete (all Bidding Documents submitted);

(b) Have documents been properly signed;

(c) Are the required bid securities part of the bid package; and

(d) Are there any computational errors present?

7.05 The Owner reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents, after approval from the NADBank and TWDB. Variations, deviations, alternative offers, and other factors that are in

excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits for the Owner, shall not be taken into account in bid evaluation.

7.06 In evaluating the bids, the Owner will determine for each bid, the evaluated bid price by adjusting the bid price as follows:

A. Making any correction for errors;

B. Excluding provisional sums and the provision, if any, for contingencies in the price schedules;

C. Taking an appropriate adjustment for any other quantifiable acceptable non-material variations, deviations or alternative offers; and

D. Making appropriate adjustments to reflect additional factors in the manner and to the extent indicated in the Bidding Documents.

7.07 The Owner will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price provided that such bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions of the Bidding Documents. After concurrence by the NADBank and TWDB, the Owner will award the Project.

8.00 OFFER ACCEPTANCE, REJECTION

8.01 ACCEPTANCE

A. The Owner will give notice of intent to award the Contract to the Low Bidder. Acceptance by the Owner is conditioned upon Bidder's submission of information for establishing satisfactory qualifications, if required; and execution of submittals required in Document 00450 - Post-Bid Procedures.

B. The Bid shall remain open to acceptance and shall be irrevocable for the Period for Bid Acceptance stated in Document 00020 – Notice to Bidders.

C. Additional time taken by Contractor to fulfill requirements for submittals, including review and re-submittal, shall be added to the acceptance period.

8.02 REJECTION

A. The Owner reserves the right to reject any and all Bids or to accept any Bid deemed advantageous to it.

8.03 BID TABULATION

A. The Engineer will tabulate, record, and evaluate the Bids of all responsible Bidders after the Bid opening.

B. In tabulating Bids, the amount written for a unit price governs over the total amount calculated. Therefore, the Engineer may correct any mathematical errors in the extension of the total amount based on the unit price given by a Bidder and adjust their Total Bid Price.

9.00 APPROVAL BY THE FUNDING AGENCIES

A. All addenda, contracts, work directives, change orders, time extensions, and other matters specified in the Contract Documents are not valid until the Weslaco City Commission approves them.

END OF DOCUMENT

SECTION 00150

TAX EXEMPT ORGANIZATION CERTIFICATE

PART 1 - GENERAL

1.1 DEFINITION

A. This Contract is to be performed for an exempt organization as defined by Title 2; Subtitle E; Chapter 150 of the Texas Limited Sales, Excise and Use Tax Act and Section 151.311 of the State Statutes. The Owner will furnish the Contractor proof or Certificate of Exemption upon award of contract.

B. Proposer shall not include sales tax in their Proposal.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

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Document 00300

CONTRACTOR NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on the project as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the address below prior to March 2, 2015, so that they may receive any addendums to the specifications should the need arise.

Owner:
City of Weslaco
Attn**:** Homer Rhodes
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: (956) 968-3181

Engineer:
TEDSI Infrastructure Group
Attn: Roberto Fina, PE
1201 E Expressway 83
Mission, Texas 78572
Phone: (956) 424-7898

Bidder: _____
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

Contact Name: _____
[Please print or type name] [Title]

Address: _____
[Mailing]

_____
[Street, if different]

Telephone: _____
[Print or type telephone number]

Fax: _____
[Print or type telephone number]

Email: _____
[Print or type telephone number]

END OF DOCUMENT

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Document 00310

FORM OF PROPOSAL

To: CITY OF WESLACO

Project No.: 2014-15-17

Project: Border Avenue Road and Waterline Improvements

Bidder: _____
[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

_____(Dollars)
[Print or type in words, Bidder's Total Bid Price]

($_____)
[Print or type in figures, Bidder's Total Bid Price]

Unit Price or Combination Stipulated Price and Unit Price Contract. If the Bid is for a Unit Price Contract or a combination of Stipulated Price and Unit Price Contract, the Total Bid Price, including Cash Allowances, if any, is tabulated in: Document 00405 - Schedule of Unit Price Work for a Project with no Alternate Bids, or Document 00407 - Schedule of Alternates for a Project with Alternate Bids.

Cash Allowances. All Cash Allowances, totaled in either Document 00405 - Schedule of Unit Price Work, as applicable, and described in the Bid Documents are included in the Total Bid Price.

Changes in Contract Price Due to Variations in Actual Quantities. For items quoted in Document 00405 - Schedule of Unit Price Work, the Total Bid Price is based in whole or in part on the Unit Price multiplied by the quantity for each of the items listed. The Contract Price is subject to change due to variation in the actual quantities of each item in the completed Work in accordance with the Contract Documents.

Alternate Bids. Alternate Bid work, as listed in Document 00407 - Schedule of Alternates and described in the Bid Documents, will be performed for an amount added or deducted to the Total Bid Price for each Alternate Bid that is accepted by the Owner. The Owner may accept or reject any or all Alternate Bids.

Security Deposit. Included herewith is a Security Deposit in the amount of 10 percent of the greatest amount of the Total Bid Price, or Total Alternate Bid Price(s).

Period for Bid Acceptance. This offer shall be open to acceptance and is irrevocable for 90 days from the Bid date. That period may be extended by mutual written agreement of the Owner and the Bidder. After 90 days, the Bidder may withdraw without penalty if no mutual agreement can be reached.

2.0 CONTRACT TIME

If this offer is accepted, Substantial Completion of the Work will be achieved within the time stated in Document 00020 - Notice to Bidders. The Date of Commencement will be established by the Notice to Proceed.

3.0 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No._____, dated _____

Addendum No._____, dated _____

Addendum No._____, dated _____

Addendum No._____, dated _____

Addendum No._____, dated _____

Addendum No._____, dated _____

4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

[ ] Document 00405 - Schedule of Unit Price Work, if applicable
[ ] Document 00407 - Schedule of Alternates, if applicable
[ ] Document 00411 – Bid Bond (*Form supplied by Bidder*)
[ ] Document 00420 – Statement of Bidder's Qualifications
[ ] Document 00423 – Certification to Bidder's Experience & Qualifications
[ ] Document 00425 – Equipment & Material Suppliers List

5.0 SIGNATURES:

Bidder: _____
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

By:_____
[Signature]** [Date]

Name:_____
[Please print or type name] [Title]

Address:_____
[Mailing]

_____
[Street, if different]

Telephone:_____
[Print or type telephone number]

* *If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.*

** *The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.*

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided In § 37.10 of the Texas Penal Code.

END OF DOCUMENT

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Document 00405

SCHEDULE OF UNIT PRICE WORK

This Document, constitutes a Supplement to Document 00310 - Form of Proposal.
When a Contract is awarded, this Document becomes a supplement to Document 00500 - Form of Agreement Between Owner and Contractor.

BASE BID					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
0100-2002	PREPARING ROW	52.5	STA	$	$
0104-2009	REMOVING CONC (RIPRAP)	49	SY	$	$
0110-2001	EXCAVATION (ROADWAY)	18543	CY	$	$
0132-2006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	2428	CY	$	$
0164-2023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	15803	SY	$	$
0168-2001	VEGETATIVE WATERING	500	MG	$	$
0247-2060	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	8517	CY	$	$
0260-2011	LIME TRT (EXST MATL) (12")	26133	SY	$	$
0260-2016	LIME (HYD, COM, OR QK(SLURRY))	259	TON	$	$
0310-2001	PRIME COAT (MC-30)	4604	GAL	$	$
3268-2047	D-GR HMA TY-D SAC-A PG76-22	5248	TON	$	$
5261-2002	GEOGRID BASE REINFORCEMENT (TY II)	25550	SY	$	$
0400-2006	CUT & RESTORING PAV	2945	SY	$	$
0402-2001	TRENCH EXCAVATION PROTECTION	4944	LF	$	$
0420-2016	CL C CONC (COLLAR)	2	EA	$	$
0432-2001	RIPRAP (CONC)(4 IN)	85	CY	$	$
0460-2009	CMP (GAL STL 48 IN)	138	LF	$	$
0464-2089	RC PIPE (CL III)(18 IN)(SPL)	770	LF	$	$
0464-2090	RC PIPE (CL III)(24 IN)(SPL)	1273	LF	$	$
0464-2091	RC PIPE (CL III)(30 IN)(SPL)	965	LF	$	$
0464-2092	RC PIPE (CL III)(36 IN)(SPL)	1936	LF	$	$
0464-2094	RC PIPE (CL III)(48 IN)(SPL)	132	LF	$	$
0465-2103	INLET (COMPL)(TY F)	24	EA	$	$
0465-2104	INLET EXT	12	EA	$	$
0465-2006	MANH (COMPL)(JUNCT BOX)(TY M)	5	EA	$	$
0465-2013	MANH (COMPL)(TY A)	16	EA	$	$
0479-2001	ADJ MANHS	13	EA	$	$
0496-2002	REMOV STR (INLET)	1	EA	$	$
0502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	8	MO	$	$
0529-****	CONCRETE CURB & GUTTER (18" COW STD)	10517	LF	$	$

0529-****	CONCRETE CURB & GUTTER (2' VALLEY GUTTER COW STD)	565	LF	$	$
0530-2010	DRIVEWAYS (CONC)	778	SY	$	$
0530-2011	DRIVEWAYS (ACP)	888	SY	$	$
0542-2001	REMOVING METAL BEAM GUARD FENCE	25	LF	$	$
550-****	ADJUST GATES-VEHICULAR	10	EA	$	$
0560-2011	MAILBOX INSTALL-S (TWG-POST) TY 2 FND	27	EA	$	$
0560-2013	MAILBOX INSTALL-D (TWG-POST) TY 2 FND	2	EA	$	$
0560-2024	MAILBOX INSTALL-M(TWG-POST)TY 2 FND	1	EA	$	$
0644-2001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	28	EA	$	$
0644-2025	IN SM RD SN SUP&AM TYS80(1)SA(T)	4	EA	$	$
0644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	5	EA	$	$
0644-2060	REMOVE SM RD SN SUP & AM	21	EA	$	$
0644-2077	REMOVE SM RD SN SUP & AM (SIGN ONLY)	6	EA	$	$
0666-2006	REFL PAV MRK TY I (W) 4" (DOT)(100MIL)	40	LF	$	$
0666-2036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	481	LF	$	$
0666-2048	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	301	LF	$	$
0666-2054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	32	EA	$	$
0666-2096	REFL PAV MRK TY I (W) (WORD) (100MIL)	4	EA	$	$
0666-2105	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	2220	LF	$	$
0666-2111	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	9337	LF	$	$
0672-2012	REFL PAV MRKR TY I-C	27	EA	$	$
0672-2015	REFL PAV MRKR TY II-A-A	256	EA	$	$
1122-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	80	LF	$	$
1122-2009	ROCK FILTER DAMS (REMOVE)	80	LF	$	$
1122-2017	CONSTRUCTION EXITS (INSTALL) (TY 2)	156	SY	$	$
1122-2019	CONSTRUCTION EXITS (REMOVE)	156	SY	$	$
1122-2048	BIOGRD EROSN CONT LOGS (12" DIA)INSTALL	1632	LF	$	$
1122-2056	BIODEGRADBLE EROSION CONTROL LOGS REMOV	1632	LF	$	$
1122-2037	TEMPORARY SEDIMENT CONTROL FENCE INSTLL	3105	LF	$	$
1122-2057	TEMPORARY SEDIMENT CONTROL FENCE REMOVE	3105	LF	$	$
****-****	ADJUST WATER MAIN	1	LS	$	$
	MOBILIZATION	1	LS	$	$
				BASE BID TOTAL (in figures)	$

In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.

ALTERNATE BID No 1 (SIDEWALK)					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
0531-2003	CONC SIDEWALKS (5') (6")	11216	LF	$	$
0531-2040	CURB RAMPS (TY 5)	16	EA	$	$
0531-2041	CURB RAMPS (TY 10)	6	EA	$	$
				ADD ON BID 2 GRAND TOTAL (in figures)	$
				GRAND TOTAL (BASE BID + ADD BID No 1) :	$

In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.

ALTERNATE BID No 2 (EN-1 Roadbond Treated Subgrade)					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
3000	EN-1 ROADBOND (0.01125 GAL/SY)	294	GAL	$	$
3000	EN-1 TRT (MIX EXST MATL& NEW BASE)(DC)(12")	26133	SY	$	$
0260-2011	LIME TRT (EXST MATL) (12")	-26133	SY	$	$
0260-2016	LIME (HYD, COM, OR QK(SLURRY))	-259	TON	$	$
				ADD ON BID 3 GRAND TOTAL (in figures)	$
				GRAND TOTAL (USING SUBGRADE STABL WITH EN-1) :	$

In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.

Waterline Bid					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
02511-01	12" Water line DR-18 C-900 w/ fittings	5446	LF	$	$
02511-02	8" Water line DR-18 C-900 w/ fittings	234	LF	$	$
02511-03	12" Cap	1	EA	$	$
02521-01	12" Gate Valve w/box	12	EA	$	$
02521-02	8" Gate Valve w/box	2	EA	$	$
02520'	Fire Hydrant w/valve	14	EA	$	$
02501-01	90° Elbow	2	EA	$	$
02501-02	45° Elbow	10	EA	$	$
02511-04	12" Tee	8	EA	$	$
	21" Steel Casing	79	LF	$	$
	21" PVC Casing	333	LF	$	$
				Waterline Total	$

SUMMARY		
	Total Road Improvements	
	Total Alternative 1	
	Total Alternative 2	
	Total Waterline Improvements	

TOTAL BID PRICE (Total Unit Prices Plus Cash Allowance, if any)

$_____

Notes:

(1) United States Dollars. In the event of a discrepancy, this column shall govern.

Project:_____

Project No._____ Bidder's Signature:_____

Company:_____ Name: _____

Date:_____ Title:_____

END OF DOCUMENT

Document 00411

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND

KNOW ALL MEN BY THESE PRESENTS:
That we the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto **City of Weslaco** as OWNER in the penal sum of *(amount)* or 5% of the bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this ____ day of _____, *20__*.

The Condition of the above obligation is such that whereas the Principal has submitted to **City of Weslaco** a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the **Border Avenue Road and Waterline Improvements**.

NOW, THEREFORE, if said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____
Principal (SEAL)
ATTEST:

_____
Title

_____
Surety

_____
By: Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must be authorized to transact business in the State where the project is located.

END OF SECTION

DOCUMENT 00420

STATEMENT OF BIDDER'S QUALIFICATIONS

BIDDER: **PROJECT NAME:**

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? _____

1.2 How many years has your organization been in business under its present business name?

_____

1.2.1 Under what other or former names has your organization operated?

_____

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 President's name: _____

1.3.4 Vice-president's name(s): _____

_____

1.3.5 Secretary's name: _____

1.3.6 Treasurer's name: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

_____

_____

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. Indicate name, license number and expiration date for Master Plumber or other trade required under the Instructions to Bidders section of this Bid.

_____

_____

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

_____

_____

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

_____

_____

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it? _____

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? _____

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? _____

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) _____

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract: _____

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State annual amount of construction work performed each year during the past five years:

Year	Amount

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. Submit resumes of Key Personnel (as defined in the Instructions to Bidders. Bidder hereby certifies that the Resident Superintendent has the authority to act on behalf of the Contractor at all times. No substitution shall be made without the written authorization of the Owner and the Engineer based upon acceptance of the qualifications of the proposed substitute.

3.7 Provide form 00423 "Certification of Bidder's Qualifications" as evidence that the Bidder meets the minimum criteria called out in the Instructions to Bidders.

4. REFERENCES

4.1 On a separate sheet, list three (3) Trade References and two (2) Bank References :

4.2 Surety:

Name and telephone number of Bonding Company: _____

_____

Name, telephone and address of Agent: _____

_____

_____

_____

5. FINANCING

5.1 Financial Statement **(Not Applicable to this Request for Bid Proposals)**

6. SIGNATURE

6.1 To be executed by a Principal of the firm authorized to certify the foregoing information:

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

6.2 Dated at _____ this _____ day of _____, 200___.

Name of Organization: _____

By: _____

Printed Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00423

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this _____ day of _____, 20____.

_____
Name of Bidder

_____
Contractor's License No. and State

_____
Signature of Bidder

_____
Title of Signatory

END OF SECTION

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DOCUMENT 00425

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER

BIDDER

Executed this: _____ Day of : _____ 20.

By: _____

BIDDER

Title: _____

NOTARY PUBLIC

State of Texas

County of:

Subscribed and sworn to before me this: _____

_____

NOTARY PUBLIC

END OF SECTION

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Document 00450

POST-BID PROCEDURES

1.0 DOCUMENT INCLUDES

A. Notice of Intent to Award.

B. Agreement.

C. Requirements of Bidder.

D. Failure of Bidder to comply with requirements.

E. Notice to Proceed.

F. Pre-construction Conference.

G. Starting the Project.

2.0 NOTICE OF INTENT TO AWARD

A. Owner will provide written Notice of Intent to Award (the Contract) to the Low Bidder, stating that upon compliance with the conditions listed herein within 14 days after receipt of the notice, and on approval by Owner, Owner will execute and deliver the Agreement.

3.0 FORM OF AGREEMENT

A. The Agreement shall be Document 00500 - Agreement between the Owner and Contractor, together with Supplements enumerated in and attached thereto.

4.0 REQUIREMENTS OF BIDDER

A. Within 14 days of receipt of the Notice of Intent to Award, the Low Bidder shall execute and deliver to the Engineer for the Owner's approval those documents indicated by an "X" below:

[X] Document 00500 - Agreement Between the Owner and Contractor

[X] Document 00610 - Performance Bond (100% of the Contract Amount)

[X] Document 00620 - Payment Bond (100% of the Contract Amount)

[X] Document 00625 - Affidavit of Insurance *(with Certificate of Insurance attached)*

5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

A. Should the Bidder on receipt of the Notice of Intent to Award fail to comply with requirements of this Document 00450 within the stated time, the Owner may declare the award in default and require forfeiture of the Security Deposit.

B. After Owner's written notice of default to the Bidder, Owner may award the Contract to the responsible Bidder whose offer is the next lowest bid, and the Security Deposit of the Bidder in default shall be forfeited to the Owner in accordance with the provisions of Document 00100 - Instructions to Bidders.

6.0 NOTICE TO PROCEED

A. Upon Owner's execution of the Agreement and delivery to Contractor, the Engineer shall give the Contractor Notice to Proceed within 30 days after the Effective Date of the Agreement, which notice shall establish the Date of Commencement of the Work.

7.0 PRE-CONSTRUCTION CONFERENCE

A. Not later than 10 days after the date of Notice to Proceed, but before Contractor starts work at the site, Owner will convene a Pre-construction Conference as specified in Section 01312 - Coordination and Meetings.

8.0 STARTING THE PROJECT

A. Contractor shall start performance of the Work at the site on the Date of the Commencement of the Work, but no Work shall be done at the site prior to that date.

B. As Contractor, verify that you and all Subcontractors pay the Prevailing Wage.

END OF DOCUMENT

SECTION 00460

NONCOLLUSION AFFIDAVIT

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized forms for use in Bidder and Contractor representations and certifications for the project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 REPRESENTATIONS AND CERTIFICATIONS

A. Affidavit of Non-collusion

B. Historically Underutilized Business (HUB) Certification (Bidder to insert appropriate certification notice at the end of this Section).

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION – Not Used

STANDARIZED FORMS FOLLOW

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that:
(Name)

(1) He is President of _____, the Bidder that has submitted the attached Bid;
(Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF WESLACO**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title _____

Subscribed and sworn to me this_____ day of _____, 20____.

By:

Notary Public
My commission expires

END OF SECTION

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between The City of Weslaco, Texas

(hereinafter called OWNER) and

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Street Paving, Drainage System, Water Distribution, and Concrete Sidewalk Improvements

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Border Avenue Road and Waterline Improvements

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by TEDSI Infrastructure Group. who is herein after called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. However, Waterline Improvements have been designed by the City of Weslaco Planning Department. The City of Weslaco assumes all engineering duties assigned to the Waterline Improvements.

ARTICLE 4 - CONTRACT TIMES

4.01 TIME 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 DAYS TO ACHIEVE SUBSTANTIAL COMPLETION AND FINAL PAYMENT

A. The Work will be substantially completed within the time stated in Document 00020 – Notice to Bidders.

4.03 LIQUIDATED DAMAGES

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), CONTRACTOR shall pay OWNER $ 500.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $ 1,000.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to paragraph 5.01. A below:

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 14 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 account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraphs 6.02. A. 1 below. All such payments will be measured by the schedule of values established in paragraph 2.07. A. of 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 in the General Requirements:

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 ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. 90% of Work completed (with the balance being retainage).

   b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 FINAL PAYMENT

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07 and upon approval by the Weslaco City Commission.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the prevailing money market rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

E. CONTRACTOR does not consider that any 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 Documents.

F. 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.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, and all examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolutions thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 CONTENTS

A. The Contract Documents consist of the documents listed in the table of contents of the Project Manual and the drawings listed on the Sheet Index in the Drawings. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Written Amendments;
2. Work Change Directives;
3. Change Order(s).

B. The documents listed in paragraph 9.01. 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 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 TERMS

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 ASSIGNMENT OF CONTRACT

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are 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 Documents.

10.03 SUCCESSORS AND ASSIGNS

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

10.04 SEVERABILITY

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall 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.

IN WITNESS WHEROF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20___ (which is the Effective Date of the Agreement).

OWNER:

City of Weslaco, Texas

By:_____

Attest_____

Address for giving notices:

_____

_____

_____

CONTRACTOR:

_____

By:_____

[CORPORATE SEAL]

Attest_____

Address for giving notices:

_____

_____

_____

License No._____
(Where Applicable)

Agent for service of process:_____

_____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Mardoqueo Hinojosa, PE

Title: Planning Director/City Engineer

Address: 255 S. Kansas Avenue

Weslaco, Texas, 78596

Phone: 956-447-3403

Facsimile: _____

Designated Representative:

Name:_____

Title:_____

Address:_____

_____

Phone:_____

Facsimile:_____

END OF DOCUMENT

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SECTION 00510

NOTICE OF AWARD

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized Notice of Award form for use in the project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION (FORMS ON FOLLOWING PAGES)

STANDARIZED FORM FOLLOWS

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION:

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of **$** .

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you, and ONE YEAR GUARANTEE on all workmanship and materials on this Project.

If you fail to execute said Agreement and to furnish said Certificates within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are requested to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____2015.

OWNER: City of Weslaco ENGINEER: TEDSI Infrastructure Group

BY: _____ BY: _____

TITLE: TITLE: Project Engineer

ACCEPTANCE OF NOTICE BY BIDDER

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____, this the _____ day of _____, 20___.

BY: _____

TITLE: _____

END OF SECTION

SECTION 00550

NOTICE TO PROCEED

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized Notice to Proceed form for use in the project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

TO BE ISSUED BY ENGINEER

NOTICE TO PROCEED

Date:

To:

Project No.: 2014-15-17
Project: Border Avenue Road and Waterline Improvements

You are notified that the Contract Time under the above contract will commence to run on _____. By this date you are to start performing your obligations under the Contract Documents.

In accordance with the Agreement the date of Substantial Completion is _____ and Final Completion is _____, respectively.

Before you may start any Work at the site, the General Conditions and Contract Documents provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the site you must
1. Notify the City 48 hours prior to beginning construction.
2. Setup construction barricades.
3. _____
4. _____
5. _____

Copy to ENGINEER:

TEDSI Infrastructure Group

By_____
Craig Stong, PE

Project Engineer_____
Title

OWNER: City of Weslaco

By_____
Mike R. Perez

City Manager_____
Title

ACCEPTANCE OF NOTICE BY BIDDER

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this the _____ day of _____, 20____. (Contractor)

BY: _____

TITLE: _____

END OF SECTION

P E R F O R M A N C E B O N D

STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 5160
OF THE REVISED CIVIL STATUTES OF TEXAS AS
ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION 1959

****

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

_____

_____(hereinafter

called the Principal (s), as Principal (s) , and _____

_____

_____ (hereinafter called the

Surety (s), as Surety (s), are held and firmly bond unto _____

_____ (hereinafter called the

Obligee), in the amount of _____

_____ Dollars ($_____)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 2006, for the _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with plans, specifications and contract documents, then the obligation shall be void; otherwise to remain in full force and affect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by the Acts of the 56th Legislature, Regular Session, 1959, and provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 2006.

	_____
ATTEST:	Principal
_____	By: _____
(Principal) Secretary	Signature
(SEAL)	
_____	_____
Witness as to Principal	(Print/ Type Name)
_____	_____
(Address)	(Address)
	_____
	Surety
ATTEST:	
_____	By: _____
(Surety) Secretary	Attorney-in-Fact (Signature)
(SEAL)	
_____	_____
Witness as to Surety	(Print/Type Name)
_____	_____
(Address)	(Address)

NOTE: Date of Bond must not be prior to date of Contract (1) Correct name of Contractor; (2) A Corporation, a Partnership or an Individual, as case may be; (3) Correct name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7)If Contractor is Partnership, all partners should execute bond.

P A Y M EN T B O N D

STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 5160
OF THE REVISED CIVIL STATUTES OF TEXAS AS
AMENDED BY
ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION 1959

****

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

_____

_____(hereinafter

called the Principal (s), as Principal (s) _____

_____

_____ (hereinafter called the

Surety (s), as Surety (s), are held and firmly bond unto _____

_____ (hereinafter called the

Obligee), in the amount of _____

_____ Dollars ($_____)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 2006, for the _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then the obligation shall be void; otherwise to remain in full force and affect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by the Acts of the 56th Legislature, Regular Session, 1959, and provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 2006.

	_____
ATTEST:	Principal
_____	By: _____
(Principal) Secretary (SEAL)	Signature
_____	_____
Witness as to Principal	(Print/ Type Name)
_____	_____
(Address)	(Address)
	_____
	Surety
ATTEST:	
_____	By: _____
(Surety) Secretary (SEAL)	Attorney-in-Fact (Signature)
_____	_____
Witness as to Surety	(Print/Type Name)
_____	_____
(Address)	(Address)

NOTE: Date of Bond must not be prior to date of Contract (1) Correct name of Contractor; (2) A Corporation, a Partnership or an Individual, as case may be; (3) Correct name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7)If Contractor is Partnership, all partners should execute bond.

Document 00625

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared

_____, who
[Affiant]

being by me duly sworn on his oath stated that he is_____, of
[Title]

_____
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

_____
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on _____.
[Date]

_____
Notary Public in and for the State of TEXAS

_____
[Print or type Notary Public name]

[Notary Seal] My Commission Expires:_____
[Expiration Date]

END OF DOCUMENT

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Document 00627

STATE SALES TAX / SEPARATED CONTRACT

DATE:_____

PROJECT: Border Avenue Road and Waterline Improvements

PROJECT ID: 2014-15-17

TO: City of Weslaco

SUMMARY SEPARATION OF MATERIALS AND LABOR:

The total amount bid shall be separated into Materials Costs and Services Charges, which result in a "Separated Contract". The Bidder is expected to comply with all the requirements of the State Sales Tax Law, plus separate the total Contract amount, for the total amount bid listed in the Proposal into material costs and services charges as provided below.

Materials which are incorporated into or becomes part of the project are exempt from sales tax. The Contractor is expected to execute a resale certificate instead of paying the sales tax at the time of purchase. The City will issue an exemption certificate for the materials as long as they are a part of the finished project

If the Contractor does not issue a resale certificate, then the amount of sales tax must be included in the prices quoted. No additional compensation, beyond the prices quoted, is due the Contractor for sales tax.

MATERIALS……$_____

SERVICES……...$_____

TOTAL AMOUNT BID……$_____

_____ (_____)_____
PRINCIPAL TELEPHONE NUMBER

_____
SIGNATURE

_____
NAME & TITLE

END OF DOCUMENT

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Document 00630

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name:_____
State of Incorporation:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old*.

_____
[Typed Name and Title of Authorized Representative]

_____ _____
[Signature of Authorized Representative] [Typed Date]

END OF DOCUMENT

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Document 00631

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

_____
[Name of Corporation / Contractor]

meeting on this_____day of_____, 20___, that_____,
[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

_____day of, _____, 20___.

_____
Secretary/Assistant Secretary

_____
[Seal]

END OF DOCUMENT

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CONTRACTOR'S RESOLUTION
ON
AUTHORIZED REPRESENTATIVE (ED-104)

_____
Name or Names

I hereby certify that it was RESOLVED by a quorum of the directors of the

_____, meeting
name of corporation

on the day of _____, 20__, that _____, _____,

_____, and _____, be, and hereby is,

authorized to act on behalf of _____, as its
name of corporation

representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said

meeting and that the resolution has not been rescinded or amended and is now in full forces

and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and

affix the seal of the corporation this _____ day of _____, 20__.

_____
Secretary

(seal)

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Document 00635

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared_____, Affiant,
[Affiant]

who being by me duly sworn on his oath stated that he is_____, of
[Title]

the_____, Contractor, that he is authorized to represent Contractor
[Contractor]

pursuant to provisions of a resolution adopted on this_____day of_____,20____. A duly certified copy of such resolution is attached to and is hereby made a part of this document.

Affiant, in such capacity declares and assures the City of Weslaco that Contractor will construct the Project in accordance with sound construction practice and all laws of the State of Texas.

_____
[Affiant]

SWORN AND SUBSCRIBED before me on this_____day of_____, 20____.

_____
Notary Public in and for the State of TEXAS

_____
[Print or Type Notary Public Name]

_____ My Commission Expires:_____
[Seal] [Expiration Date]

END OF DOCUMENT

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VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT BIDDERS

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident vendors in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____(give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas:_____

BIDDER:

_____
Company

_____
City **State** **Zip**

_____
By: (please print)

_____
Signature

_____
Title: (please print)

THIS FORM MUST BE RETURNED WITH THE BID

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Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____
[Typed Name of Company:]

_____
[Typed Name & Title of Authorized Representative]

_____ _____
[Signature of Authorized Representative] [Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

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Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.

2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.

2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.

3. If you modify the document, you must follow the instructions in the License Agreement about notification.

4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.

2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.

3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.

2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and

workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or

2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given 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 under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *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.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *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 at the Site.

45. *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 thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, 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 any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. 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 requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. 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 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which 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 Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;

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.

2.06 *Preconstruction Conference*

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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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 or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

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 knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or

2. reuse any of 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 adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities 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; or

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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and

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 Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final 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

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities 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; or

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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, 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 a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, 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 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 Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss 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 perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *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 at all times maintain good discipline and order at the Site.

B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it 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) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not 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

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the 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.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, 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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 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 by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , 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).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. 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 6.17.D.

B. 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. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

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.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper 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.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

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 or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 respective consultants, agents, officers, directors, partners, or employees 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 6.20.A shall 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.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. 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 their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents and will not be changed without written consent of Owner and Engineer.

9.02 *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 9.09. 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.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. 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, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the 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; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice 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) is required by the provisions of any bond to be given to a surety, 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.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including 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, and hand tools not owned by the workers, 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.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *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*

1. Contractor agrees that:

a. 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

b. 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 on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. 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, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

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

C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, 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 shall 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.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. 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 .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. 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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to 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 Documents; or

b. that 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, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. 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;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

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

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

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

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

B. *Engineer's Review of Application and Acceptance*

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

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

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. 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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven 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;

3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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Document 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-2.03.A Delete the last sentence of paragraph 2.03.A.

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

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

1. Workers' Compensation and related coverage's under paragraphs 5.04.A.1 and A.2 of the General Conditions.

a.	State:	Statutory
b.	Applicable Federal (e.g., Longshoreman's):	Statutory
c.	Employer's Liability	$ 100,000 for each accident $ 100,000 for disease – each employee $ 500,000 disease – policy limit

2. Contractor's General Liability under paragraph's 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a.	General Aggregate	$ 1,000,000
b.	Products – Completed Operations Aggregate	$ 1,000,000
c.	Personal and Advertising Injury	$ 600,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$ 600,000

e. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

f. Excess or Umbrella Liability

1) General Aggregate $ 1,000,000

2) Each Occurrence $ 1,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:
Each Person $ 250,000
Each Accident $ 500,000

b. Property Damage:
Each Accident $ 100,000

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. Bodily Injury:
Each Accident $ 600,000
Annual Aggregate $ 1,000,000

b. Property Damage:
Each Accident $ 600,000
Annual Aggregate $ 1,000,000

5. Additional named insureds:
Owner, Engineer

SC-5.06.A. Delete paragraph 5.06.A in its entirety and insert the following in its place:

A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.
This insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. Be written on a Builder's Risk "all – risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. Include expense incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that

such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5. Allow for partial utilization of the Work by OWNER;

6. Include testing and startup; and

7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

CONTRACTOR shall be responsible for any deductible or self – insured retention.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06C. of the General Conditions.

SC-5.06.E. Delete paragraph 5.06.E in it's entirety.

SC-6.01.C Add the following new paragraph immediately after paragraph 6.01.B:

C. At all times during the progress of the Work, CONTRACTOR shall be responsible for the security of all completed work, all materials stored but not yet incorporated into the Work, and material assets used to perform the Work.

SC-6.02.C Add the following paragraphs immediately after paragraph 6.02.B:

C. Regular working hours are as established in General Conditions paragraph 6.02.B. If, at CONTRACTOR'S request and for his benefit, the OWNER consents to performance of work by CONTRACTOR outside of normal working hours, CONTRACTOR shall reimburse the OWNER for all reasonable costs associated with maintaining Resident Project Representative, Testing Laboratory, and Engineer functions during that or those overtime work period(s). Reasonable costs, in this instance, shall be taken to mean:

1. Payroll costs for full-time employees required to perform the Resident Project Representative and Engineer functions. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. The expenses of performing overtime work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Supplemental costs including:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Resident Project Representative staff, and Engineer staff incurred in discharge of duties connected with the overtime work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, which are consumed in the performance of the overtime work.

   c. Rentals of equipment and machinery, and the parts thereof in accordance with rental agreements and the costs of transportation, loading, unloading, assembly, dismantling and removal thereof. All such costs shall be in accordance with the terms

of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the overtime work.

d. Sales, consumer, use, and other similar tax related to the overtime work as imposed by Laws and Regulations.

e. The cost of additional fuel.

f. Minor expenses such as telegrams, long distance telephone calls, expressage, and similar petty cash items in connection with the overtime work.

g. Testing Laboratory overtime charges.

SC-6.04.A. Add the following sentence to the end of paragraph 6.04.A;

Updated progress schedule shall be submitted at least monthly.

SC-6.08.B Add the following new paragraph immediately after paragraph 6.08.A:

B. Work sites and easements; and permits for construction inside highway right-of-way; and licenses agreements for crossing railroads; as required to construct the Work if required will be acquired by the Owner. Acquisition of any other special licenses and permits required will be the responsibility of the Contractor. The lands involved will be assumed to encompass at least the minimum areas needed to complete the Work, but this does not necessarily mean that all trenches or other excavations can be back-sloped without bracing or shoring. Copies of all such deeds, easements, permits, etc., shall be made available to the Contractor.

1. Construction and access to the Work within State right-of-way shall conform to the requirements of the Texas Department of Transportation. Copies of permits, if any are included in the pages following Section 00800.

2. Construction within the right-of-way of the Border Pacific Railroad shall conform to the requirements of the Border Pacific Railroad. Railroad Permits, if any are included in the pages following Section 00800.

3. Construction and access to the Work within Hidalgo County right-of-way shall conform to the requirements of Hidalgo County. Copies of permits, if any are included in the pages following Section 00800.

SC-6.12.B Add the following new paragraphs; immediately after paragraph 6.12.A:

B. OWNER reserves the right to stop work for CONTRACTOR'S failure to maintain Record Drawings as described herein. CONTRACTOR shall make no claim for damages as a result of OWNER stopping work for CONTRACTOR'S failure to maintain Record Drawings.

C. CONTRACTOR'S failure to maintain Record Drawings as described herein will result in the suspension of Progress Payment(s) until such time as the Record Drawings are made current to the OWNER'S satisfaction. CONTRACTOR shall make no claim for damages as a result of the suspension of Progress Payment(s) due to CONTRACTOR'S failure to maintain Record Drawings.

SC-9.10 Add the following paragraphs immediately after paragraph 9.09:

9.10 Resident Project Representative

A. The authority and duties of the Resident Project Representative is limited to examining the material furnished and observing the work done, and to report findings to the OWNER and ENGINEER. The OWNER does not underwrite, guarantee or insure the work done by the Contractors, and since it is the Contractor's responsibility to perform the work in accordance with the Contract Documents, the OWNER is not responsible or liable for the Contractor's failure to do so. Failure by any Resident Project Representative or other personnel engaged in on-the-site observation to discover defects or deficiencies in the work of the Contractors shall never relieve the Contractors for liability thereof or subject the OWNER to any liability for any such defect or deficiencies.

B. Neither Resident Project Representative's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Resident Project Representative 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 Resident Project Representative shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Resident Project Representative to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Resident Project Representative 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. Resident Project Representative will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

D. Resident Project Representative 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.

E. Resident Project Representative'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 paragraph 14.07.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.

F. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to Resident Project Representative's assistants.

SC-11.03.D Delete paragraph 11.03.C. in its entirety and insert the following in its place:

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. If the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement;

2. If there is no corresponding adjustment with respect to any other item of Work; and

3. If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an

adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-14.02.A.1 Revise the submittal date to the 25th of each month.

SC-14.02.A.4 Add the following new paragraph immediately after paragraph 14.02.A.3;

4. The anticipated amount of the next progress payment shall be submitted with each application for payment

SC-14.02.C.1 At the beginning of paragraph 14.02.C.1 Delete “Ten” and put in its place “Twenty”.

SC-17.07 Add the following paragraph immediately after paragraph 17.06:

17.07 *Contractor Claims and Third – Party Beneficiaries*

A. Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the OWNER will be the beneficiary of any undertaking by the ENGINEER.

END OF DOCUMENT

Document 00811

FEDERAL WAGE RATE DECISION

1.01 In accordance with the Davis-Bacon Act (Public Law No. 403, 7th Congress), the public body awarding this Contract does hereby specify the following to be assigned minimum wage rates which will be paid by the Contractor and all Subcontractors for this Project.

1.02 This prevailing wage rate does not prohibit the payment of more than the rates stated.

1.03 The wage scale for building construction is to be applied to work on a building including an area within 5 feet of the exterior wall.

1.04 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building.

1.05 The minimum wage rates for this project are duplicated following.

GENERAL DECISION: TX20100006 03/12/2010 TX6

Date: March 12, 2010
General Decision Number: TX20100006 03/12/2010

Superseded General Decision Number: TX20080006

State: Texas

Construction Types: Building and Residential

Counties: Cameron and Hidalgo Counties in Texas.

BUILDING AND RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and garden apartments up to and including 4 stories).

Modification Number Publication Date
0 03/12/2010

** SUTX1990-013 05/01/1990*

	Rates	Fringes
BOILERMAKER		
RESIDENTIAL CONSTRUCTION ONLY	*$ 16.35*	*2.315*
BRICKLAYER		
RESIDENTIAL CONSTRUCTION ONLY	*$ 7.25*	
CARPENTER (Including Drywall Hanging and Acoustical Ceiling Installation)		
BUILDING CONSTRUCTION ONLY Excluding Batt Insulation	*$ 7.25*	
CARPENTER		
RESIDENTIAL CONSTRUCTION ONLY	*$ 7.25*	
CEMENT MASON/CONCRETE FINISHER (Excluding Form Setting)		
BUILDING CONSTRUCTION ONLY	*$ 7.25*	
CEMENT MASON/CONCRETE FINISHER		
RESIDENTIAL CONSTRUCTION ONLY	*$ 7.25*	
ELECTRICIAN		
BUILDING CONSTRUCTION ONLY	*$ 8.30*	

Electricians: (Residential)
RESIDENTIAL CONSTRUCTION ONLY.....$ 7.25

FLOOR LAYER: CARPET (SOFT) FLOOR
BUILDING CONSTRUCTION ONLY..$ 7.25
RESIDENTIAL CONSTRUCTION ONLY.....$ 7.25

Insulation Installer
RESIDENTIAL CONSTRUCTION ONLY.....$ 7.25

IRONWORKER, REINFORCING
RESIDENTIAL CONSTRUCTION ONLY.....$ 7.25

Laborer, common
BUILDING CONSTRUCTION ONLY..$ 7.25

LABORER
RESIDENTIAL CONSTRUCTION ONLY
Pipelayer.....$ 7.25
Unskilled.....$ 7.25

PAINTER (Including Drywall Finishing, Taping, and Bedding)
BUILDING CONSTRUCTION ONLY..$ 7.25

PAINTER
RESIDENTIAL CONSTRUCTION ONLY.....$ 7.25

PIPEFITTER (Including HVAC Work)
BUILDING CONSTRUCTION ONLY..$ 7.28 .12

Plasterer tender
BUILDING CONSTRUCTION ONLY..$ 7.25

PLASTERER
BUILDING CONSTRUCTION ONLY..$ 8.41
RESIDENTIAL CONSTRUCTION ONLY.....$ 7.25

PLUMBER (Excluding HVAC Work)
BUILDING CONSTRUCTION ONLY..$ 7.50 .48

Plumbers and Pipefitters
RESIDENTIAL CONSTRUCTION ONLY.....$ 8.20

Power equipment operators:
BUILDING CONSTRUCTION ONLY
Backhoe.....$ 7.25 .48
RESIDENTIAL CONSTRUCTION ONLY
Backhoe.....$ 7.25
Grader.....$ 7.25
Loader.....$ 7.25

ROOFER, Including Built Up, Composition and Single Ply Roofs
RESIDENTIAL CONSTRUCTION ONLY.....$ 7.25

Sheet metal worker
RESIDENTIAL CONSTRUCTION ONLY.....$ 7.25

Sheet Rock Installer
RESIDENTIAL CONSTRUCTION ONLY.....$ 7.25

SHEETMETAL WORKER (Including HVAC duct Work)
BUILDING CONSTRUCTION ONLY..$ 7.25

TILE SETTER
BUILDING CONSTRUCTION ONLY..$ 7.25
RESIDENTIAL CONSTRUCTION ONLY.....$ 7.25

TRUCK DRIVER
BUILDING CONSTRUCTION ONLY..$ 7.25
RESIDENTIAL CONSTRUCTION ONLY.....$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* *an existing published wage determination*
* *a survey underlying a wage determination*
* *a Wage and Hour Division letter setting forth a position on a wage determination matter*
* *a conformance (additional classification and rate) ruling*

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

GENERAL DECISION: TX20100104 03/12/2010 TX104

Date: March 12, 2010
General Decision Number: TX20100104 03/12/2010

Superseded General Decision Number: TX20080104

State: Texas

Construction Type: Heavy Tunnel

Counties: Bell, Bexar, Bowie, Brazoria, Brazos, Cameron, Collin, Comal, Coryell, Dallas, Denton, Ector, El Paso, Ellis, Fort Bend, Galveston, Grayson, Gregg, Guadalupe, Hardin, Harris, Harrison, Hays, Hidalgo, Jefferson, Johnson, Kaufman, Liberty, Lubbock, McLennan, Midland, Montgomery, Nueces, Orange, Parker, Potter, Randall, Rockwall, San Patricio, Smith, Tarrant, Taylor, Tom Green, Travis, Victoria, Waller, Webb, Wichita and Williamson Counties in Texas.

TUNNEL CONSTRUCTION PROJECTS (BORED, 48" IN DIAMETER OR MORE)

Modification Number Publication Date
0 03/12/2010

** SUTX1992-010 01/15/1992*

	Rates	Fringes
CARPENTER (Including Form Setting - Wood Forms ONLY)	$ 10.67	.92
ELECTRICIAN	$ 12.21	.92
IRONWORKER, REINFORCING (Shaft Collar & Surface ONLY)	$ 12.03	4.09
Laborers:		
Miner	$ 11.77	1.28
Surface	$ 7.53	
Tunnel	$ 9.24	
MECHANIC (Maintenance and repair on trucks and power equipment)	$ 11.77	.92
Oiler (Services trucks and power equipment)	$ 9.69	1.50
Power equipment operators:		
Backhoe Operator (1 1/2 CY or more)	$ 11.40	1.50
Backhoe Operator (Less than 1 1/2 CY)	$ 10.68	

Bulldozer.....$ 13.00
Crane (1 1/2 CY or more)....$ 12.82 1.50
Crane (Less than 1 1/2 CY)..$ 11.89
Front End Loader (2 1/2 CY or more).....$ 12.17
Front End Loader (less than 2 1/2 CY).....$ 10.16
Locomotive Operator.....$ 9.00 1.50
Road Head Operator.....$ 14.12 1.21
Tunnel/Boring Machine Operator.....$ 13.61

Truck drivers:
Semi.....$ 7.25 1.05
Single Axle, Light.....$ 7.55

WELDER.....$ 11.58

LABORER CLASSIFICATIONS

SURFACE - Air Tool Operator (Surface Only), Batch Plant Laborer, Changehouseman, Dumpman (Outside, Tool Man).

TUNNEL - Air Tool Operator (Tunnel Only), Bull Gang (Muckers/Trackmen), Cabletender, Concrete Crew (Rodders/Spreaders), Concrete Finisher in Tunnel, Concrete Screed Man, Conveyor Operator, Headerman, High Pressure Nozzleman, Hoist Operator, Jumbo Man, Loading/Unloading Agitator Cars, Nipper, Nozzleman-Slice Line, Pot Tender, Primer Man, Reboundman, Shaft/Raise Work (Below Ground), Shotcrete Man, Slusher Operator, Steel Form Raisers/Setters, (metal forms only) Swamper (Brakeman/Switchman), Timberman, Troweling/Grout Machine Operator, Tugger, Vibratorman, Jack Hammer, Pneumatic Tools (Except Driller), Vibratorman, Pavement Breakers.

MINER - Drill Doctor, Bit Sharpener, Bit Grinder, Rebar (Tunnel Only), Jack Leg Miner, Shaft Drill Operator
---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
==========

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

SECTION 00830

WARRANTY

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the warranty. The conditions contained in this Section are specific administrative and policy requirements in addition to the general conditions and other requirements listed in the contract documents.

1.02 REFERENCES – Not Used

1.03 DEFINITIONS – Section 0700

1.04 CONTRACTOR'S WARRANTY OF TITLE

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

1.05 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 (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, 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 therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct

items on the tentative list.

1.06 PARTIAL UTILIZATION

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

B. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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 therefore. If ENGINEER considers that part of the Work to be substantially complete, the above provisions 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. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirement of regarding property insurance.

1.07 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 is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

1.08 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, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien

rights arising out of or Liens filed in connection with the Work.

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

B. Review of Application and Acceptance

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 Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the above provisions. 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. Payment Becomes Due

Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

D. Final Completion Delayed

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required above, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

1.09 WAIVER OF CLAIMS

A. The making and acceptance of final payment will constitute:

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

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

END OF SECTION

Document 00900

ADDENDUM NO._____
(Sample Form)

Date of Addendum:_____
[Enter date]

PROJECT NAME: Border Avenue Road and Waterline Improvements

PROJECT NO: 2014-15-XX

BID DATE:_____. (There is no change to the Bid Date.)

FROM: TEDSI Infrastructure Group
1201 E Expressway 83
Mission, Texas 78572
Phone: (956) 424-7898

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of the Addendum by inserting its number in Document 00310 - Form of Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

****

Use the following heading and select the appropriate wording for postponement of the Bid Date. Delete the statement beside Bid Date above which indicates that the Bid Date is unchanged. If change in Bid Date, issue as separate addendum. Delete this section entirely if there is no change in Bid Date.

****

CHANGE IN BID DATE

The bid date for this Project has been changed from_____to_____
[Date] [Date]
[Time of day and place for submittal of bid remains the same]. [Time of submittal has been changed from_____to_____. The place for submittal remains the same].
[Time] [Time]

[OR]

The bid date for this project has been indefinitely postponed. Another Addendum will be issued to reset the bid date or to cancel bidding on this Project.

****

Delete the following paragraph if the sole purpose of the Addendum is to postpone the Bid Date.

****

This Addendum uses the change page method: remove and replace or add pages, or Drawing sheets, as directed in the change instructions below. Change bars (|) are provided in the right margins of pages from the Project Manual to indicate where changes have been made; no change bars are provided in added Sections. Reissued Drawing Sheets show the Addendum number above the title block and changes in the Drawing are noted by a revision mark.

****

Number each item of the Addendum beginning with 1 through the total number of change items in the Addendum. Sample entries are provided in brackets.

****

CHANGES TO PREVIOUS ADDENDA

****

Reference Addendum Number and item number to correct clarifications or make minor corrections of changes issued by previous Addenda.

****

ADDENDUM NO._____

[1. Item 5. Change to read as follows:]

CHANGES TO PROJECT MANUAL

****

Follow this format to sequence changes to the Project Manual.

****

BIDDING REQUIREMENTS

****

Give the individual change instructions for each item of change by Document number and title. List changes in order of Document number.

****

[2. Document 00020 - Notice to Bidders. Replace page 00020-2.]

CONTRACT FORMS

[3. Document 00610 - Replace revised Performance Bond, page 00610-1.]

CONDITIONS OF THE CONTRACT

[4. Document 00800 - Supplementary Conditions. Replace page 00800-4 and add page 00800-5.]

SPECIFICATIONS

[5. Section 02050 - Demolition. Add section including pages 02050-1 through 02050-3.]

CHANGES TO DRAWINGS

[6. Delete Sheet S-9, Beam Schedule, and replace with Sheet S-9-A.]

CLARIFICATIONS

[7. Document 00100 - Instructions to Bidders states that no substitutions will be considered during the bidding phase. Substitutions will be considered during the first 15 percent of the Contract Time or first 90 days of the Contract, whichever is less, as stated in Document 00700 - General Conditions.]

MINUTES OF PRE-BID CONFERENCE

Minutes of the Pre-Bid Conference held on_____, _____, 20___ , are
[Day] [Date]
attached as a record and for the Bidders information.

END OF ADDENDUM NO._____

_____ DATED:_____
Name, P.E.

END OF DOCUMENT

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DOCUMENT 00910

MODIFICATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section contains information pertaining to modifications and changes for the Contract Documents for the Project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS - Section 0700

1.04 MODIFICATIONS OF CONTRACT DOCUMENTS

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) Engineer's approval of a Shop Drawing or Sample; or (iii) Engineer's written interpretation or clarification.

C. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with Owner: (i) shall not 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 Engineer's Consultant, including electronic media editions; and (ii) shall not reuse any of 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 adoption by Engineer. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

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SECTION 01010

SCOPE OF WORK

This Scope of Work and any accompanying drawings are intended as a guide to the Contractor in identifying the work to be accomplished in completing this project. This Scope of Work may not be all inclusive and the Contractor shall be responsible for providing all supervision, labor, materials, equipment, direction, and coordination necessary to perform and totally complete the work in conformance with the drawings and specifications. If an "or equal" substitution is made for any of the recommended items shown in the specifications or drawings, the Contractor shall be responsible for providing all the necessary physical modifications to fully accommodate the substitution at no change in contract price.

PART 1. GENERAL

1.01 CIVIL

A. Provide all civil work per specifications and drawings

1.02 PIPING

A. All yard piping is not included in this contract.

1.03 CONSTRUCTION RECORD DRAWINGS

A. The Contractor shall maintain a complete master set of construction "red-line" drawings to document any field changes to the "Issued for Construction" drawing set which shall accurately depict the "As-Built" construction of the plans. Following completion, this drawing set shall be turned over to the Engineer for updating the Record "As-Built" drawings.

B. Any drawings and documentation which are to be supplied by the Contractor, shall be updated to accurately depict the "As-Built" construction of the plans and turned over to the Engineer following Substantial Completion of the project. These items shall be certified by the Contractor's Project Manager as accurate and complete.

1.04 SUBCONTRACTOR COORDINATION

The Contractor shall be responsible for coordination of the work between his various subcontractors to prevent conflicts and schedule interruptions.

1.05 SAFETY REQUIREMENTS

A. The Contractor shall provide all safety equipment required by his employees to meet Occupational Safety and Health Administration (OSHA) safety requirements.

END OF SECTION 01010

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Section 01110

SUMMARY OF WORK

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Summary of the Work including work by Owner, Owner furnished products, Work sequence, future Work, Contractor use of Premises, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of the contract is for the construction of Border Avenue Road and Waterline Improvement Project including, but not limited to, Paving, Drainage, Potable Water Distribution System and utility adjustments.

1.03 CASH ALLOWANCES

A. Include the Cash Allowances shown in the Proposal, if any.

1.04 ALTERNATES

A. Include the Alternates shown in the Proposal, if any.

1.05 OWNER FURNISHED PRODUCTS

A. The Owner will furnish no products.

1.06 OWNER FURNISHED UTILITIES

A. The Owner will furnish no utilities.

1.07 WORK SEQUENCE

A. Work sequence will be the responsibility of the Contractor using good construction practices.

B. Coordination of the Work: Refer to Section 01312 – Coordination and Meetings.

1.08 CONTRACTOR USE OF PREMISES

A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.

B. Construction Operations: Limited to Owner's rights-of-way provided by Owner.

C. Utility Outages and Shutdown: Provide notification to the Owner and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.09 WARRANTY

A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01145

USE OF PREMISES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants.

B. Contractor is responsible to document existing conditions prior to commencement of the specified work.

1.02 RIGHTS-OF-WAY

A. Confine access and operations and storage areas to rights-of-way provided by Owner as stipulated in Document 00700 - General Conditions; trespassing on abutting lands or other lands in the area is not allowed.

B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of rights-of-way.

C. Restrict total length which materials may be distributed along the route of the construction at any one time to 1,000 linear feet unless otherwise approved in writing by Resident Project Representative.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

A. Altering the condition of properties adjacent to and along rights-of-way will not be permitted.

B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.

C. Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the Resident Project Representative and at no cost to the Owner.

1.04 USE OF SITE

A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets. Do not close more than two consecutive intersections at one time.

B. Notify Resident Project Representative at least 48 hours prior to closing a street for a street crossing. Permission for street closures is required in advance and is the responsibility of the Contractor.

C. Maintain access for emergency vehicles including access to fire hydrants.

D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.

E. Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work at no separate payment.

F. Perform daily clean-up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave building, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

A. Notify individual occupants in areas to be effected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

B. Include in notification names and telephone numbers of two company representatives for resident contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.

C. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.

B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or large or heavy trucks or equipment.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

A. Avoid needless hindering or inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time.

B. Remove surplus materials and debris and open each block for public use as work in that block is complete.

C. Acceptance of any portion of the Work will not be based on return of street to public use.

D. Avoid obstructing driveways or entrances to private property.

E. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

A. Traffic Control Plan prepared by Engineer must be followed. Any deviation must be submitted in the form of an RFI. Provide traffic control, flagmen, signals, control devices, lights, traffic signals, barricades and signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices, as shown in plans.

1.09 SURFACE RESTORATION

A. Restore site to condition existing before construction to satisfaction of Resident Project Representative.

B. Repair paved area per the requirements of Section 02951 - Pavement Repair and Resurfacing.

C. Repair turf areas which become damaged, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities, or topsoil conforming to Section 02911 - Topsoil, as approved by the Resident Project Representative and re-sod in accordance with Section 02922 - Sodding. Water and level newly sodded areas with adjoining turf using steel wheel rollers appropriate for sodding. Do not use spot sodding or sprigging.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

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SECTION 01150

PROJECT PROCEDURAL DEFINITIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section defines and explains certain terms in order to minimize potential misunderstandings between the Owner, the Owner's Resident Project Representative, Contractor, and Engineer.

1.02 TERMS, DEFINITIONS, AND EXPLANATIONS

A. Drawing/Plan Clarification: An answer from the Resident Project Representative or Engineer, in response to an inquiry from the Contractor, intended to make some requirement(s) of the Drawings or Plans clearly understood. Drawing/Plan clarifications may be sketches, drawings, or in narrative form and will not change any requirements of the Drawings or Plans. Responses to Contractor inquires shall be outlined in Section 01151.

B. Notice of Defects: A notice issued by the Engineer documenting that the work or some portion thereof has not been performed in accordance with the requirements of the Contract Documents. Payment shall not be made on any portion of the work for which a Notice of Defect has been issued and the work not corrected to the satisfaction of the Engineer. Upon receipt of a Notice of Defect, the Contractor shall provide a written Response to Notice of Defect within ten (10) working days after receipt of the Notice. The Contractor's response shall be in accordance with Article 13 of the General Conditions.

If the Contractor disputes issuance of the Notice of Defect, the Resident Project Representative has ten (10) working days in which to respond by either:

1. withdrawing the Notice of Defect, or

2. directing the Contractor to correct the work. Such determination by the Resident Project Representative shall be final and conclusive of the matter.

If directed to correct the work, the Contractor shall do so within ten (10) working days after receipt of such direction from the Resident Project Representative, or such other time as may be agreed to with the Resident Project Representative.

C. Project Communications: Routine written communications between the Owner, Engineer, and the Contractor shall be in letter or field memo format. Such communications shall not be identified as Requests for Information or Request for Technical Instructions nor shall they substitute for any other written requirement pursuant to the provisions of these Contract Documents.

D. Request for Information/Request for Technical Instructions: A request from the Contractor, to the Resident Project Representative or Engineer, seeking an interpretation or a clarification of some requirement of the Contract Documents. The Contractor shall clearly and concisely set forth the issue for which it seeks clarification or interpretation and why a response is needed from the Resident Project Representative or Engineer. The Contractor shall, in the written request, set forth its interpretation or understanding of the Contract's requirements along with reasons why it has reached such an understanding. Responses from the Resident Project Representative or Engineer will not change any requirements of the Contract Documents.

Responses to Contractor inquiries shall be as outlined in Section 01151.

E. Substitution/Or-Equal Submittals: A written request from the Contractor to substitute a material, article, device, product, fixture, form, type of construction, or process called for in the Contract Documents with another item that shall be substantially equal in all respects to that so indicated or supplied.

F. Schedule Submittals: When required, the Contractor shall submit schedules, schedule updates, schedule revisions, time impact analysis, etc., for review and acceptance.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 01151

REQUESTS FOR INFORMATION / REQUESTS FOR TECHNICAL INSTRUCTIONS (RFI'S/RFTI'S)

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section includes mandatory procedures and sets forth policies to be followed in requesting technical information or clarification.

1.02 PROCEDURES AND POLICIES

A. In the event that the Contractor or Subcontractor, at any tier, determines that some portions of the Drawings, Specifications, or other Contract Documents require clarification or interpretation by the Owner or Engineer, the Contractor shall submit a Request for Information or a Request for Technical Instructions in writing to the Resident Project Representative. RFI's/RFTI's may only be submitted by the Contractor. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI/RFTI, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.

B. The Owner acknowledges that this is a complex project and its successful completion will be a cooperative effort between all parties. The Owner does not intend to limit or restrict communications between any of the parties.

C. The Resident Project Representative will review all RFI's/RFTI's to determine whether they are Requests for Information or Request for Technical Instructions within the meaning of this term. If the Resident Project Representative determines that the document is not an RFI/RFTI, it will be returned to the Contractor, unreviewed as to content, for resubmittal in the proper manner.

D. Responses to Requests for Information/Request for Technical Instructions shall be issued within ten (10) working days of receipt of the request from the Contractor unless the Resident Project Representative or Engineer determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Resident Project Representative or Engineer, they will, within ten (10) working days of the receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a Request for Information /Request for Technical Instructions on an activity within ten (10) working days or less of float on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Resident Project Representative or Engineer to respond to the request provided that the Resident Project Representative or Engineer responds within ten (10) working days set forth above.

E. Responses from the Resident Project Representative or Engineer will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a Request for Information / Request for Technical Instructions will cause a change to the requirements of the Contract Document, the Contractor shall immediately give written notice to the Engineer stating that the Contractor considers that the response warrants a Change Order. Failure to give such written notice within ten (10) working days shall waive the Contractor's right to seek additional time or cost under the General Conditions.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

Section 01255

CHANGE ORDER PROCEDURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Procedures for processing Change Orders, including:

1. Assignment of a responsible individual for approval and communication of changes in the Work;

2. Documentation of change in Contract Price and Contract Time;

3. Change procedures, using proposals and construction contract modifications, work change directive, stipulated price change order, unit price change order, time and materials change order;

4. Execution of Change Orders;

5. Correlation of Contractor submittals.

1.02 REFERENCES

A. Rental Rate Blue Book for Construction Equipment (Data Quest Blue Book). Rental Rate is defined as the full, unadjusted base rental rate for the appropriate item of construction equipment.

1.03 RESPONSIBLE INDIVIDUAL

A. Contractor shall provide a letter indicating the name and address of the individual authorized to execute change documents, and who shall also be responsible for informing others in Contractor's employ and Subcontractors of changes to the Work. The information shall be provided at the Pre-construction Conference.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

A. Contractor shall maintain detailed records of changes in the Work. Provide full information required for identification and evaluation of proposed changes, and to substantiate costs of changes in the Work.

B. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.

C. Proposals shall include, as a minimum, the following information as applicable:

1. Quantities of items in the original Document 00405 - Schedule of Unit Price Work with additions, reductions, deletions, and substitutions.

2. When Work items were not included in the Schedule of Unit Price Work, Contractor shall provide unit prices for the new items, with supporting information as required by the Engineer.

3. Justification for any change in Contract Time.

4. Additional data upon request.

D. For changes in the Work performed on a time-and-material basis, the following additional information may be required:

1. Quantities and description of products and equipment.

2. Taxes, insurance and bonds.

3. Overhead and profit.

4. Dates and times work was performed, and by whom.

5. Time records and certified copies of applicable payrolls.

6. Invoices and receipts for products, rented equipment, and subcontracts, similarly documented.

E. For changes in the work performed on a time-and-materials basis, rental equipment will be paid as follows:

1. Rented equipment will be paid by actual invoice cost for the duration of time required to complete the extra work without markup for overhead and profit. If the extra work comprises only a portion of the rental invoice where the equipment would otherwise be on the site, the Contractor shall compute the hourly equipment rate by dividing the actual monthly invoice by 176. (One day equals 8 hours and one week equals 40 hours.)

2. Operating costs shall not exceed the estimated operating costs given in the Blue Book for the item of equipment. Overhead and profit will be allowed on operating cost.

F. For changes in the work performed on a time-and-materials basis using Contractor-owned equipment, use Blue Book rates as follows:

1. Contractor-owned equipment will be paid at the Blue Book Rental Rate for the duration of time required to complete the extra work without markup for overhead and profit. The Rental Rate utilized shall be the lowest cost combination of hourly, daily, weekly or monthly rates. Use 150 percent of the Rental Rate for double shifts (one extra shift per day) and 200 percent of the Rental Rate for more than two shifts per day. Standby rates shall be 50 percent of the appropriate Rental Rate shown in the Blue Book. No other rate adjustments shall apply.

2. Operating costs shall not exceed the estimated operating costs given in the Blue Book for the item of equipment. Overhead and profit will be allowed on operating cost. Operating costs will not be allowed for equipment on standby.

1.05 CHANGE PROCEDURES

A. Changes to Contract Price or Contract Time can only be made by issuance of a Change Order. Issuance of a Work Change Directive will be formalized into a Change Order. All changes will be in accordance with the requirements of Document 00700 - General Conditions.

B. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by the General Conditions by issuing supplemental instructions.

C. Contractor may request clarification of Drawings, Specifications or Contract Documents or other information by using a Request for Information. Response by the Engineer to a Request for Information does not authorize the Contractor to perform tasks outside the scope of the Work. All changes must be authorized as described in this section.

D. Change Orders for work not specified in Section 00405 – Schedule of Unit Price Work – shall be done as per Section C. Part 2 above.

1.06 PROPOSALS AND CONTRACT MODIFICATIONS

A. The Engineer may issue a Request for Proposal, which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications. The Engineer may also request a proposal in the response to a Request for Information. Contractor shall prepare and submit a proposal within 7 days or as specified in the request.

B. The Contractor may propose an unsolicited change by submitting a proposal to the 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 Price and Contract Time including full documentation.

1.07 WORK CHANGE DIRECTIVE

A. Engineer may issue a signed Work Change Directive instructing the Contractor to proceed with a change in the Work. A Work Change Directive will subsequently be incorporated in a Change Order.

B. The document will describe changes in the Work and will designate a method of determining any change in Contract Price or Contract Time.

C. Contractor shall proceed promptly to execute the changes in the Work in accordance with the Work Change Directive.

1.08 STIPULATED PRICE CHANGE ORDER

A. A stipulated price Change Order will be based on an accepted proposal including the Contractor's lump sum price quotation with Schedule of Values.

1.09 UNIT PRICE CHANGE ORDER

A. Where Unit Prices for the affected items of Work are included in Document 00405 - Schedule of Unit Price Work, the unit price Change Order will be based on the unit prices.

B. Where unit prices of Work are not pre-determined in the Document 00405 - Schedule of Unit Price Work, the Work Change Directive or accepted proposal will specify the unit prices to be used.

1.10 TIME-AND-MATERIAL CHANGE ORDER

A. Contractor shall provide an itemized account and supporting data after completion of change.

B. Engineer will determine the change allowable in Contract Price and Contract Time as provided in Document 00700 - General Conditions.

C. Contractor shall maintain detailed records of work done on time-and-material basis as specified in paragraph 1.04, Documentation of Change in Contract Price and Contract Time.

D. Contractor shall provide full information required for evaluation of changes and shall substantiate costs for changes in the Work.

1.11 EXECUTION OF CHANGE DOCUMENTATION

A. Engineer will issue Change Orders, Work Change Directives, or accepted proposal for signatures of parties as described in Document 00700 - General Conditions.

1.12 CORRELATION OF CONTRACTOR SUBMITTALS

A. For Stipulated Price Contracts, Contractor shall promptly revise the Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item.

B. For Unit Price Contracts, the next monthly estimate of work after acceptance of a Change Order will be revised to include any new items not previously included and the appropriate unit rates.

C. Contractor shall promptly revise progress schedules to reflect any change in Contract Time, and shall revise schedules to adjust time for other items of work affected by the change, and resubmit for review.

D. Contractor shall promptly enter changes to the on-site and record copies of the Drawings, Specifications or Contract Documents as required in Section 01785 - Project Record Documents.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01270

MEASUREMENT AND PAYMENT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Procedures for measurement and payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.02 AUTHORITY

A. Measurement methods delineated in Specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the Specification section shall govern.

B. Resident Project Representative will take all measurements and compute quantities accordingly.

C. Contractor shall assist by providing necessary equipment, workers, and survey personnel as required by Resident Project Representative.

1.03 UNIT QUANTITIES SPECIFIED

A. Quantity and measurement estimates stated in the Agreement are for contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Resident Project Representative shall determine payment as stated in Article 9 of the General Conditions.

B. If the actual Work requires greater or lesser quantities than those quantities indicated in the Bid Form, provide the required quantities at the unit prices contracted, except as otherwise stated in Article 9 of the General Conditions.

1.04 MEASUREMENT OF QUANTITIES

A. Measurement by Weight: Reinforcing steel, rolled or formed steel or other metal shapes will be measured by CRSI or AISC Manual of Steel Construction weights. Welded assemblies will be measured by CRSI or AISC Manual of Steel Construction or scale weights.

B. Measurement by Volume:

1. Stockpiles: Measured by cubic dimension using mean length, width, and height or thickness.

2. Excavation and Embankment Materials: Measured by cubic dimension using the average end area method.

C. Measurement by Area: Measured by square dimension using mean length and width or radius.

D. Linear Measurement: Measured by linear dimension, at the item centerline.

E. Stipulated Price Measurement: By unit designated in the agreement.

F. Other: (Including but not limited to , each and lump sum). Items measured by weight, volume, area, or lineal means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PAYMENT

A. Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services, and incidentals; and erection, application or installation of an item of the Work; and Contractor's overhead and profit.

B. Total compensation for required Unit Price Work shall be included in Unit Price bid in Document 00405 - Schedule of Unit Price Work.

C. Interim payments for stored materials will be made only for materials to be incorporated under items covered in unit prices, unless disallowed in Supplementary Conditions.

D. Progress payments will be based on the Resident Project Representative's observations and evaluations of quantities incorporated in the Work multiplied by the unit price.

E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities determined by Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.06 NONPAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable to Resident Project Representative.
2. Products determined as nonconforming before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work, unless specified otherwise.
6. Loading, hauling, and disposing of rejected products.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01292

SCHEDULE OF VALUES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Preparation and submittal of a Schedule of Values for stipulated price contracts or for major lump sum items on unit price contracts for which the Contractor requests progress payments.

1.02 DEFINITION

A. The Schedule of Values is an itemized list that establishes the value of each part of the Work for a stipulated price contract and for major lump sum items in a unit price contract. The Schedule of Values is used as the basis for preparing applications for payments. Quantities and unit prices may be included in the schedule when designated by the Engineer.

B. A major lump sum item is a lump sum item in the Schedule of Unit Price Work which qualifies as Major Unit Price Work as defined in Document 00700 - General Conditions.

1.03 PREPARATION

A. For stipulated price contracts, subdivide the Schedule of Values into logical portions of the Work, such as major work items or work in contiguous geographic areas. Use Section 01325 - Construction Schedule to guide the subdivision of work items. The items in the Schedule of Values will correlate directly with the tasks enumerated in the Construction Schedule. Then organize each portion using the Table of Contents of this Project Manual as an outline for listing the value of work by Sections. A pro rata share of mobilization, bonds, and insurance may be listed as separate items for each portion of the work.

B. For unit price contracts, items should include a proportional share of Contractor's overhead and profit so that the total of all items will equal the Contract Price.

C. For lump sum equipment items where submittal of operation/maintenance data and testing are required, include a separate item for equipment operation and maintenance data submittal valued at 5 percent of the lump sum amount for each equipment item and a separate item for testing and adjusting valued at 5 percent of the lump sum amount for each equipment item.

D. Round off figures for each listed item to the nearest $100.00 except for the value of one item, if necessary, to make the total of all items in the Schedule of Values equal the Contract Price for stipulated price contracts or the lump sum amount in the Schedule of Unit Price Work.

E. Type the schedule of values on 8-1/2-inch by 11-inch white bond paper.

1.04 SUBMITTAL

A. Submit within 30 days of Notice to Proceed, or at the pre-construction meeting, whichever occurs sooner.

B. Revise the Schedule of Values and resubmit for items affected by contract modifications, change orders, and work change directives. After the changes are reviewed without exception by the Engineer, make the submittal at least 10 days prior to submitting the next application for progress payment.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01312

COORDINATION AND MEETINGS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Section includes general coordination including preconstruction conference, site mobilization conference, and progress meetings.

1.02 RELATED DOCUMENTS

A. Coordination is required throughout the documents. Refer to all of the Contract Documents and coordinate as necessary.

1.03 ENGINEER AND REPRESENTATIVES

A. The Engineer may act directly or through designated representatives as defined in the General Conditions and as identified by name at the preconstruction conference.

1.04 CONTRACTOR COORDINATION

A. Coordinate scheduling, submittals, and Work of the various Specifications sections to assure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify that utility requirement characteristics of operating equipment are compatible with existing or planned utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Conceal pipes, ducts, and wiring within the construction in finished areas, except as otherwise indicated. Coordinate locations of fixtures and outlets with finish elements.

D. Coordinate completion and clean up of Work for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

E. Coordinate access to site for correction of nonconforming Work to minimize disruption of Owner's activities where Owner is in partial occupancy.

1.05 PRECONSTRUCTION CONFERENCE

A. Engineer will schedule a preconstruction conference.
B. Attendance Required: Owner’s Representatives, Engineer's Representatives, Resident Project Representative, Contractor and major Subcontractors.

C. Agenda:

1. Distribution of Contract Documents.

2. Designation of personnel representing the parties in Contract, and the Engineer.

3. Review of insurance.

4. Discussion formats proposed by the Contractor for schedule of values (if any), and construction schedule.

5. Procedures and processing of shop drawings and other submittals, substitutions, pay estimates or applications for payment, Requests for Information, Request for Proposal, Change Orders, and Contract closeout.

6. Scheduling of the Work and coordination with other contractors and utility service providers.

7. Review of Subcontractors.

8. Appropriate agenda items listed for Site Mobilization Conference, paragraph 1.06C, when preconstruction conference and site mobilization conference are combined.

9. Procedures for testing.

10. Procedures for maintaining record documents.

11. Other items as may be deemed appropriate.

1.06 SITE MOBILIZATION CONFERENCE

A. When required by the Contract Documents, Engineer will schedule a conference at the Project site prior to Contractor occupancy.

B. Attendance Required: Engineer representatives, Resident Project Representative, Special Consultants, Contractor's Superintendent, and major Subcontractors.

C. Agenda:

1. Use of premises by Owner and Contractor.

2. Safety and first aid procedures.

3. Construction controls provided by Owner.

4. Temporary utilities.

5. Survey and layout.

6. Security and housekeeping procedures.

7. Field office requirements.

1.07 PROGRESS MEETINGS

A. Project meetings shall generally be held at Weslaco City Hall Planning Conference Room or other location as designated by the Owner. Meeting shall generally be held at monthly intervals, or more frequent intervals if directed by Engineer.

B. Attendance Required: Job superintendent, major Subcontractors and Suppliers, Owner’s Representatives, Engineer’s Representatives and Resident Project Representative as appropriate to agenda topics for each meeting.

C. Engineer or his representative will make arrangements for meetings, and recording minutes.

D. Engineer or his representative will prepare the agenda and preside at meetings.

E. Contractor shall provide required information and be prepared to discuss each agenda item.

F. Agenda:

1. Review minutes of previous meetings.
2. Review of Record Documents.
3. Review of Work progress schedule submittal, and pay estimates, payroll and compliance submittals.
4. Field observations, problems, and decisions.
5. Identification of problems which may impede planned progress.
6. Review of submittals schedule and status of submittals.
7. Review of RFI and RFP status.
8. Change order status.
9. Review of off-site fabrication and delivery schedules.
10. Maintenance of progress schedule.
11. Corrective measures to regain projected schedules.
12. Planned progress during succeeding work period.
13. Coordination of projected progress.
14. Maintenance of quality and work standards.
15. Effect of proposed changes on progress schedule and coordination.
16. Other items relating to Work.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

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Section 01321

CONSTRUCTION PHOTOGRAPHS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Photographic requirements for construction photographs and submittals.

1.02 SUBMITTALS

A. Prints: Furnish 2 sets of 4-inch by 6-inch prints of each view and submit 1 print directly to the Engineer within 7 days of taking photographs. One print shall be retained by the Contractor in the field office at the Project site and available at all times for reference.

B. Extra Prints: When requested by the Engineer, the Contractor shall submit extra prints of photographs, with distribution directly to designated parties who will pay the costs for the extra prints directly to the photographer.

C. When required by individual sections, submit photographs taken prior to start of construction to show original site conditions.

D. When required by Contract Documents, submit photographs with monthly Pay Estimate.

E. Negatives: With each submittal, include photographic negatives, in protective envelopes, identified by Project name, Contractor, and date photographs were taken.

F. In lieu of negatives, Contractor may submit electronic files of digital photographs if using a digital camera, but must comply with Parts 1 and 2 of this section.

1.03 QUALITY ASSURANCE

A. Contractor shall be responsible for the timely execution of the photographs, their vantage point, and quality.

B. Photographs: Two prints; color, matte finish; 4 x 6 -inch size, mounted on 8-1/2 x 11- inch soft card stock, with left edge binding margin for three hole punch. Digital photos shall not be distorted to fit card stock.

PART 2 P R O D U C T S

2.01 PRECONSTRUCTION PHOTOGRAPHS

A. Prior to the commencement of any construction, take 35 mm or digital color photographs of the site of the project and present two sets of prints to the Engineer for their use in contract administration and inspection. Subject matter of the photographs to be determined by the Engineer.

B. The photographs shall show on a non-reflective chalkboard readable in the photograph:

1. Job number.

2. Date and time photographs were taken.

3. Location and compass direction of the photograph, along with the project number.

4. Date shall be on negative (35mm) or on digital image.

5. Provide notation of vantage point marked for location and direction of shot, on a key plan of the site.

C. Sufficient number of photographs shall be taken to show the existence or non-existence of cracked paved surfaces and the condition of trees, shrubs, and grass.

D. Identify each photograph with an applied label or rubber stamp on the back with the following information:

1. Name of the Project.

2. Name and address of the photographer (if a professional photographer is used).

3. Name of the Contractor.

4. Date the photograph was taken.

5. Photographs shall be in plastic pockets and bound in three-ring notebook for easy access and viewing.

2.02 PROGRESS PHOTOGRAPHS

A. Take photographs of subject matter selected by Resident Project Representative at intervals, coinciding with the cutoff date associated with each application for payment. Select the vantage points for each shot each month to best show the status of construction and progress since the last photographs were taken.

1. Vantage Points: Follow direction by the Resident Project Representative to select vantage points. During each of the following construction phases take not less than 2 of the required shots from the same vantage point each time to create a time-lapse sequence.

2. Photos shall be submitted according to Paragraphs 1.03 B. and 2.01 B and D.

PART 3 E X E C U T I O N - Not Used

END OF SECTION

SECTION 01325

CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.01 GENERAL

A. Provide Construction Schedules for the Work included in this Contract in accordance with requirements in this Section. Create Construction Schedule using Critical Path Method (CPM) computer software capable of mathematical analysis of Precedence Diagramming Method (PDM) plan. Provide printed activity listings and bar charts in formats described in this Section.

B. Combine activity listings and bar charts with narrative report to form Construction Schedule submittal for Engineer.

1.02 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. During preconstruction meeting, as described in Section 01312 - Coordination and meetings, provide sample bar charts and activity listings produced from scheduling software proposed. Scheduling software is subject to review by Engineer and must meet requirements provided in this Section. Engineer will provide review of samples within seven days of submittal.

C. Within 21 days of receipt of approval of Contractor's format, or 30 days of Notice to Proceed, whichever is later, **submit proposed Construction Schedule for review**.

D. Construction Schedule submittals shall include:

1. Printed bar charts that meet criteria outlined in this Section;

2. Activity listings that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software; and

3. A predecessor/successor listing sorted by Activity ID that meets criteria outlined in this Section and is produced by Contractor's scheduling software.

4. A logic network diagram is required with the first Construction Schedule submittal for facilities projects.

5. Prepare and submit graphic or tabular display of estimated monthly billings (i.e. a cash flow curve for the Work) with the first schedule submittal. This information is not required in monthly updates, unless significant changes in work require re-submittal of schedule for review. Display shall allocate units indicated in bid schedule or Schedule of Values to Construction Schedule activities. Weighted allocations are acceptable, where appropriate. Dollar value associated with each allocated unit will be spread across the duration of that activity on a monthly basis. Total for each month and cumulative total will be indicated. These monthly forecasts are only for Engineer’s planning purposes. Monthly payments for actual work completed will be made in accordance with Document 00700 - General Conditions.

6. Narrative Report that provides the information outlined in this Section.

E. No payment will be made until Engineer approves Construction Schedule and billing forecast.

F. If Contractor desires to make changes in its method of operating and scheduling, after Engineer has reviewed original schedule, notify Engineer in writing, stating reasons for changes. When Engineer considers these changes to be significant, Contractor may be required to revise and resubmit for review all or affected portion of Contractor's Construction Schedule to show effect on the Work.

G. Upon written request from Engineer, revise and submit for review all or any part of Construction Schedule submittal to reflect changed conditions in the Work or deviations made from original schedule.

H. Updated Construction Schedule with actual start and actual finish dates, percent complete, and remaining duration of each activity shall be submitted monthly. Data date used in updating monthly Construction Schedule shall be the same date as used in monthly Payment Application. Monthly update of Construction Schedule is required for monthly Payment Application to be processed for payment.

1.04 SCHEDULING COMPUTER SOFTWARE REQUIREMENTS

A. Contractor's scheduling software shall be capable of creating bar charts and activity listings, which can be sorted by various fields.

B. Use scheduling software to provide monthly time in Bar Chart format and scale with 12-month scale not to exceed one page width. Bar charts may be printed or plotted on 8-1/2 by 11-inch, 8-1/2 by 14-inch or 11 by 17-inch sheet sizes. Over-size plots are not acceptable.

1.05 NARRATIVE SCHEDULE REPORT

A. Narrative schedule report shall list activities started this month, activities completed this month, activities continued this month, activities scheduled to start or complete next month, problems encountered this month, and actions taken to solve these problems.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01326

CONSTRUCTION SCHEDULE (BAR CHART)

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Prepare and submit to the Engineer an initial Construction Schedule as required by this section for the Work. Do not start construction until the schedule is approved by the Engineer.

1.02 FORM AND CONTENT OF INITIAL CONSTRUCTION SCHEDULE

A. Bar Chart:

1. Show major construction activities such as pipe laying (by traffic control phases or other approved key areas), tunnel construction, pavement removal, pavement replacement, pressure testing, disinfection, clean up and punch out as separate activities on the schedule.

2. Show all work items where new water mains and other new utilities connect to Owner facilities.

3. Show separate activities for each shop drawing and product data submittal that are critical to timely completion. Show submission dates and dates approved submittals will be needed from the Engineer.

4. Provide separate horizontal bar for each activity. List start and finish date for each activity at left side of diagram.

5. Horizontal Time Scale: Identify first work day of each week.

6. Scale and Spacing: Notes must be legible and Contractor must allow space for notations and future revisions.

7. Order of Listings: Order bar chart listings by phases or other approved groups of activities that are contiguous. Activities shall be in chronological order within each phase or group. For example, for each segment of new open cut water main placement, the schedule shall have an activity for layout, traffic control, pavement removal, water main placement and backfill, pavement restoration, traffic control removal, pavement markings restoration and clean up. For each tunnel or auger activity, the schedule shall have an activity for layout, traffic control, shaft construction, tunnel construction or auger activity, pipe placement in tunnel or auger, routing (if required), shaft removal, pavement replacement, pavement marking replacement, traffic control removal, pavement marking restoration and clean up.

B. Narrative Description:

1. Submit narrative description of anticipated work sequence as indicated by sequence of activities presented in the schedule.

2. Narrative shall be of sufficient detail to discuss any activity that affects the public (such as phases of traffic control), interaction with specific Owner forces (such as valve operation, and testing) or other associated prime Contractors.

1.03 PROGRESS REVISIONS

A. Submit progress revisions monthly as part of Application for Payment or information necessary for Application for Payment. Application for Payment shall not be considered complete or processed for payment until progress revision is submitted. When required, re-submittal for rejected revision must be made, reviewed and approved prior to the following month's pay application being processed. Pay Application for the following month will not be processed until re-submittal is approved and Progress Revision required that month is received.

B. Provide Narrative Report to describe:

1. Major changes in scope.
2. Revised projections in progress, and completion, or changes in activity durations.
3. Other identifiable changes.
4. Problem areas, anticipated delays, and the impact on schedule.
5. Corrective action recommended and its effect.
6. Effect of changes on schedules or other prime contractors.
7. Material delivery delays.

C. Additional data to be included with Bar Chart described in Paragraph 1.01 of this section:

1. Original dates shown for each activity in the approved initial progress schedule shall be shown by a narrow bar next to wider bar for current schedule.
2. Date that each activity actually started or finished if that event has occurred. Actual dates must be clearly identified in two right-most columns in the left portion of 11-inch by 17-inch chart.
3. Indicate percentage progress of each activity to the date of submission.

1.04 SUBMISSIONS

A. Submit initial progress schedule within 15 days after award of contract. The Engineer will review the schedule and return the review copy.

B. Cut-off date for progress revision may be as early as the twentieth of the month so that submittal can be made without delay to processing of Application for Payment. Use same cut-off day for all revisions as used in first approved revision.

C. When required, resubmit within 7 days after return of review copy.

D. Schedule shall include connecting lines between bars to indicate sequence that activities will be accomplished such that if activity's start or finish is modified, then impact will be known by the corresponding changes to preceding or succeeding activities identified by the connecting lines.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01330

SUBMITTAL PROCEDURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Schedule of Values.
2. Construction Schedules.
3. Shop Drawings, Product Data, and Samples
4. Operations and Maintenance Data.
5. Manufacturer's Certificates.
6. Construction Photographs.
7. Project Record Documents.
8. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.

2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:

   i. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;

   ii. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;

iii. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall make the determination as to whether a critical submittal was in fact routine.

3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

4. Submit sufficient copies of documents. Unless otherwise specified in the following paragraphs or in the Specifications, provide 6 copies in addition to the number the Contractor requires returned. For portions of the project involving electrical or signal components, provide one additional copy (7 copies in addition to the number the Contractor requires returned).

5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.

6. A maximum of three (3) reviews will be conducted on any one submittal. Submittals requiring more than three (3) reviews will be considered inadequate and result in a recovery of review expenses from the Contractor.

7. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Engineer with a Transmittal Cover.

2. Sequentially number each transmittal form beginning with the number 1. Re-submittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.

3. Identify time nature of submittal, either ROUTINE or CRITICAL.

4. Identify variations from requirements of Contract Documents and identify product or system limitations.

5. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Transmittal Cover:

1. Transmittal Cover, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance. A stamp may be used to print the information on the Transmittal Cover

except for the Contractor's signature. Regardless of whether the transmittal cover is typed or stamped, the transmittal cover text shall be a minimum of fourteen (14) point.

2. As a minimum, Transmittal Cover information shall include:

   a. Contractor's name.
   b. Job number.
   c. Submittal number.
   d. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
   e. Signature line for Contractor.
   f. Submittal type – routine or critical

3. The bottom half of the Transmittal Cover shall be kept blank.

1.03 SCHEDULE OF VALUES

A. Submit a Schedule of Values in accordance with Section 01292 - Schedule of Values.

1.04 CONSTRUCTION SCHEDULES

A. Submit Construction Schedules as provided in Project Manual.

1.05 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

A. Submit shop drawings in accordance with Section 01340 - Shop Drawings, Product Data, and Samples.

1.06 OPERATIONS AND MAINTENANCE DATA

A. Submit Operations and Maintenance data in accordance with Section 01782 - Operations and Maintenance Data.

1.07 MANUFACTURER'S CERTIFICATES

A. When required in Specification sections, submit manufacturers' certificate of compliance for review by Engineer.

B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of the certification.

C. Submit supporting reference data, affidavits, and certifications as appropriate.

D. Certificates may be recent or previous test results on material or product, but must acceptable to Engineer.

1.08 CONSTRUCTION PHOTOGRAPHS

A. Submit Construction Photographs in accordance with Section 01321 - Construction Photographs.

1.09 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents in accordance with Section 01785 - Project Record Documents.

1.10 VIDEO

A. Submit television video tapes as required in Section 02533 - Acceptance Testing for Sanitary Sewers, if applicable.

B. Transmittal forms for video tapes shall be numbered sequentially beginning with T01, T02, T03, etc.

1.11 DESIGN MIXES

A. When specified in Specifications, submit design mixes for review.

B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.

C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

D. Maintain a copy of approved design mixes at mixing plant.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:

i. As much as possible, all catalog cuts and manufacturer's information shall be original.

ii. Copies, when required, shall be clean and entirely legible.

iii. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.

iv. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.a. through c.

B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

END OF SECTION

Section 01340

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Methods, schedule, and process to be followed for shop drawings, product data, and sample submittals.

1.02 REQUIREMENT

A. Submit shop drawings, product data and samples as required by the General Conditions and as designated in the Specifications using the procedures specified in Section 01330 – Submittal Procedures and the requirements of this Section.

B. Shop drawings, product data and samples are not considered Contract Documents.

1.03 SHOP DRAWING/SUBMITTAL SCHEDULE

A. Submit a separate Shop Drawing/Submittal schedule at the same time the construction schedule is submitted. List products, materials and equipment for which Shop Drawings and other submittals are required in the order in which they appear in the Specifications. Including product data and sample submittals in schedule.

1.04 SHOP DRAWINGS

A. Submit shop drawings for review as required by the Specifications.

B. Place Contractor's Transmittal Cover on each drawing as described in Section 01330 – Submittal Procedures.

C. On the drawings, show accurately and distinctly, the following:

1. Field and erection dimensions clearly identified as such;

2. Arrangement and section views;

3. Relation to adjacent materials or structure, including complete information for making connections between work under this Contract and work under other contracts;

4. Kinds of materials and finishes;

5. Parts list and descriptions;

6. Assembly drawings of equipment components and accessories showing their respective positions and relationships to the complete equipment package;

7. Where necessary for clarity, identify details by reference to the Contract Drawings.

D. Make drawings to scale providing a true representation of the specific equipment or item to be furnished.

1.05 PRODUCT DATA

A. Submit product data for review as required in Specification sections.

B. Place Contractor's Transmittal Cover on each data item submitted, as described in Section 01330 – Submittal Procedures.

C. Mark each copy to identify applicable products, models, and options to be used in this Project. Supplement manufacturers' standard data to provide information unique to this Project, where required by the Specifications.

D. For products specified only by reference standard, give manufacturers, trade name, model or catalog designation and applicable reference standard.

1.06 SAMPLES

A. Submit samples for review as required by the Specifications.

B. Place Contractor's Transmittal Cover on each sample as described in Section 01330 – Submittal Procedures.

C. Submit the number of samples specified in Specifications.

D. Reviewed samples which may be used in the Work are identified in Specifications.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 01410

TPDES REQUIREMENTS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Documentation to be prepared and signed by Contractor before conducting construction operations, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit Number TXR 150000 issued March 5, 2013 (the Construction General Permit).

B. Implementation, maintenance inspection, and termination of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other appropriate practices shown on the Drawings or specified elsewhere in the contract.

C. Review of the Storm Water Pollution Prevention Plan (SWP3) implementation with Engineer prior to start of construction.

1.02 DEFINITIONS

A. Commencement of Construction Activities: The exposure of soil resulting from activities such as clearing, grading, and excavating.

B. Large Construction Activity: Project that:

1. disturbs five acres or more, or

2. disturbs less than five acres but is part of a larger common plan of development that will disturb five acres or more of land.

C. Small Construction Activity: Project that:

1. disturbs one or more acres but less than five acres, or

2. disturbs less than one acre but is part of a larger common plan of development that will ultimately disturb one or more acres but less than five acres.

D. TPDES Operator:

1. The person or persons who have day-to-day operational control of the construction activities which are necessary to ensure compliance with the SWP3 for the site or other Construction General Permit conditions.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWP3)

A. Prepare a SWP3 following Part III of the Construction General Permit and the Storm Water Management Handbook for Construction Activities issued under Owner Ordinance Section 47-695(b). If conflicts exist between the Construction General Permit and the handbook, the more stringent requirements will apply.

B. Update or revise the SWP3 as needed during the construction following Part III, Section E of the Construction General Permit.

C. Submit the SWP3 and any updates or revisions to Engineer for review and address comments prior to commencing, or continuing, construction activities.

3.02 NOTICE OF INTENT for Large and Small Construction Activity

A. Fill out, sign, and date TCEQ Form 20022 (02/03) Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR 150000).

B. Transmit the signed Contractor's copy of TCEQ Form 20022 (03/05/2013), along with a $325.00 check ($225, if done online) or, made out to Texas Commission on Environmental Quality.

C. Submission of the Notice of Intent form by the Contractor to TCEQ is required a minimum of two days before Commencement of Construction Activities.

3.03 CERTIFICATION REQUIREMENTS

A. Fill out TPDES Operator's Information form, including Contractor's name, address, and telephone number, and the names of persons or firms responsible for maintenance and inspection of erosion and sediment control measures. Use multiple copies as required to document full information.

B. Contractor and Subcontractors shall sign and date the Contractor's / Subcontractor's Certification for TPDES Permitting.

C. Submit properly completed certification forms to Engineer for review before beginning construction operations.

D. Conduct inspections in accordance with TCEQ requirements. Ensure persons or firms responsible for maintenance and inspection of erosion and sediment control measures read, fill out, sign, and date the Erosion Control Contractor's Certification for Inspection and maintenance. Use the EPA NPDES Construction Inspection Form, SEE ATTACHMENT of this Section 01410; and the Owner's Storm Water Pollution Prevention Plan Construction Site Inspection Report.

3.04 RETENTION OF RECORDS

A. Keep a copy of this document and the SWP3 in a readily accessible location at the construction site from Commencement of Construction Activity until submission of the Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under TPDES Construction General Permit (TXR 150000) to TCEQ. Contractors with day-to-day operational control over SWP3 implementation shall have a copy of the SWP3 available at a central location, on-site, for the use of all operators and those identified as having responsibilities under the SWP3. Upon submission of the NOT, to TCEQ submit a copy of the SWP3 with all revisions to Engineer.

3.05 REQUIRED NOTICES

A. Post the following notices from effective date of the SWP3 until date of final site stabilization as defined in the Construction General Permit:

1. Post the TPDES permit number for Large Construction Activity, or a signed TCEQ Construction Site Notice for Small Construction Activity. Signed copies of the Owner's and Contractor's NOI must also be posted.
2. Post notices near the main entrance of the construction site in a prominent place for

public viewing. Post name and telephone number of Contractor's local contact person, brief project description and location of the SWP3.

a. If posting near a main entrance is not feasible due to safety concerns, coordinate posting of notice with Project Manager to conform to requirements of the Construction General Permit.

b. If Project is a linear construction project (e.g.: road, utilities, etc.), post notice in a publicly accessible location near active construction. Move notice as necessary.

3. Post a notice to equipment and vehicles operators, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post at each stabilized construction exit area.

4. Post a notice of waste disposal procedures in a readily visible location on site.

3.06 ON-SITE WASTE MATERIAL STORAGE

A. On-site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.

B. Prepare list of waste material to be stored on-site. Update list as necessary to include up-to-date information. Keep a copy of updated list with the SWP3.

C. Prepare description of controls to reduce pollutants generated from on-site storage. Include storage practices necessary to minimize exposure of materials to storm water, and spill prevention and response measures consistent with best management practices. Keep a copy of the description with the SWP3.

3.07 NOTICE OF TERMINATION

A. Submit a NOTE to Project Manager within 30 days after:

1. Final stabilization has been achieved on all portions of the site that are the responsibility of the Contractor; or

2. Another operator has assumed control over all areas of the site that have not been stabilized; and

3. All silt fences and other temporary erosion controls have either been removed, scheduled to be removed as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage.

B. Project Manager will complete Owner's NOT and submit Contractor and Owner's notices to the TCEQ and MS4 entities.

END OF SECTION

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Section 01422

REFERENCE STANDARDS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Section includes general quality assurance as related to Reference Standards and a list of references.

1.02 QUALITY ASSURANCE

A. For Products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on the date of the Contract.

C. Request clarification from Engineer before proceeding should specified reference standards conflict with Contract Documents.

1.03 SCHEDULE OF REFERENCES

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094
AGC	Associated General Contractors of America 1957 E Street, N.W. Washington, DC 20006
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AITC	American Institute of Timber Construction 333 W. Hampden Avenue Englewood, CO 80110
AISC	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036

ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
API	American Petroleum Institute 1220 L Street, N.W. Washington, DC 20005
AREA	American Railway Engineering Association 50 F Street, N.W. Washington, DC 20001
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society P.O. Box 35104 Miami, FL 33135
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
CFR	Code of Federal Regulations
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60173-4758
DIPRA	Ductile Iron Pipe Research Association
EJMA	Expansion Joint Manufacturers Association 707 Westchester Avenue White Plains, NY 10604

FS	Federal Standardization Documents General Services Administration Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
ICEA	Insulated Cable Engineer Association P.O. Box 440 S. Yarmouth, MA 02664
IEEE	Institute of Electrical and Electronics Engineers 445 Hoes Lane P.O. Box 1331 Piscataway, NJ 0855-1331
ISA	International Society of Arboriculture 303 West University P.O. Box GG Savoy, IL 61874
MIL	Military Specifications General Services Administration Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
NACE	National Association of Corrosion Engineers 1440 South Creek Drive Houston, TX 71084
NEMA	National Electrical Manufacturers' Association 2101 L Street, N.W., Suite 300 Washington, DC 20037
NFPA	National Fire Protection Association Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101
NRMCA	National Ready Mix Concrete Association
NSF	National Sanitary Foundation
OSHA	Occupational Safety Health Administration U.S. Department of Labor Government Printing Office Washington, DC 20402
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083

PCI	Prestressed Concrete Institute 201 North Wacker Drive Chicago, IL 60606
SDI	Steel Deck Institute Box 9506 Canton, OH 44711
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213
TAC	Texas Administrative Code
TxDOT	Texas Department of Transportation 11th and Brazos Austin, TX 78701 2483
UL	Underwriters' Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062
UNI-BELL	UNI-BELL Pipe Association 2655 Villa Creek Drive, Suite 155 Dallas, TX 75234

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01450

CONTRACTOR'S QUALITY CONTROL

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Quality assurance and control of installation and manufacturer's field services and reports.

1.02 MEASUREMENT AND PAYMENT

A. No payment will be made for this item. Include the cost of Contractor's quality control in overhead cost for this project.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturers' installation instructions, including each step in sequence.

C. Request clarification from Engineer before proceeding should manufacturers' instructions conflict with Contract Documents.

D. Comply with specified standards as minimum requirements for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce the specified level of workmanship.

1.04 REFERENCES

A. Obtain copies of standards and maintain at job site when required by individual Specification sections.

1.05 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual Specification sections, provide material or product suppliers' or manufacturers' technical representative to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, operator training, test, adjust, and balance of equipment as applicable, and to initiate operation, as required. Conform to minimum time requirements for start-up operations and operator training if defined in Specification sections.

B. Manufacturer's representative shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions. Submit report within 14 days of observation to Resident Project Representative for review.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01452

INSPECTION SERVICES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Inspection services and references

1.02 INSPECTION

A. Engineer and/or Owner will appoint Resident Project Representative as a representative of the Owner to perform inspections, tests, and other services specified in individual specification Sections.

B. Alternately, Engineer and/or Owner may appoint, employ, and pay an independent firm to provide additional inspection, tests or construction management services as indicated in Section 01454 - Testing Laboratory Services.

C. Reports will be submitted by the independent firm to Engineer, and Owner, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

D. Assist and cooperate with the Resident Project Representative; furnish samples of materials, design mix, equipment, tools, and storage.

E. Notify Resident Project Representative 24 hours prior to expected time for operations requiring services.

F. Sign and acknowledge observation or testing reports when requested by Resident Project Representative or independent firm.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

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Section 01454

TESTING LABORATORY SERVICES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Testing laboratory services and Contractor responsibilities related to those services.

1.02 REFERENCES

A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.

C. ASTM D 3740 - 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.

D. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

1.03 SELECTION AND PAYMENT

A. The Owner shall employ and pay for the services of an independent testing laboratory, or laboratories, to perform product and material quality control, perform in-place quality control and verification identified in individual Specification sections.

B. The Owner, with the assistance of the Engineer, shall have control of testing, sampling, and expenditures.

C. All tests required by the project plans and specifications shall be included in a schedule of fees.

D. The Contractor shall coordinate the services of the project's Geotechnical Engineer of Record to conduct observation and testing of the subgrade preparation, and the selection, placement and compaction of select fill material. The foundation excavations for structures shall be observed by the Geotechnical Engineer of Record prior to steel and/or concrete placement to assess that the foundation materials are capable of supporting the design loads and are consistent with the subsurface materials described in the project's Geotechnical Engineering Study.

E. Employment of a testing laboratory by the Owner shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

F. Remedial work and re-testing costs, resulting from deficiencies in materials and/or workmanship, shall be borne by the Contractor. Re-testing costs shall not be paid for from the allowance for field and laboratory testing.

1.04 QUALIFICATION OF LABORATORY

A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.

B. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.05 LABORATORY REPORTS

A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Engineer.

B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.

C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax or email from the testing laboratory to the material supplier, Contractor, Engineer and Resident Project Representative.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of the Contractor.

D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

A. Provide safe access to the Work and to manufacturer's facilities for the Engineer, Resident Project Representative and for testing laboratory personnel.

B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.

C. Notify the Resident Project Representative and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.

D. Notify the Resident Project Representative 24 hours in advance if the Specification requires the presence of the Resident Project Representative or testing laboratory for sampling or testing.

E. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.

F. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 CONDUCTING TESTING

A. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.

B. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.

END OF SECTION

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SECTION 01504

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Temporary facilities and necessary controls for the Project, including utilities, telephone, sanitary facilities, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, pest and rodent control and disposal of trash, debris and excavated material.

B. Facilities and controls specified in this section are considered minimum for the Project. Provide additional facilities and controls for proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.

1.02 CONTRACTOR'S RESPONSIBILITY

A. Comply with applicable requirements specified in other sections of the Specifications.

1. Maintain and operate temporary facilities and systems to assure continuous service.

2. Modify and extend systems as the Work progress requires.

3. Completely remove temporary materials and equipment when no longer required.

4. Restore existing facilities used for temporary services to specified or original condition.

PART 2 P R O D U C T S - NOT USED

PART 3 E X E C U T I O N

3.01 TEMPORARY UTILITIES

A. Obtaining Temporary Service:

1. Make arrangements with utility service companies for temporary services.

2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.

3. Responsible for utility service costs until Date of Substantial Completion. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

B. Water:

1. Provide water required for and in connection with work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.

2. Water to be drawn from public fire hydrants. Obtain transit meter from Owner. Pay required deposit based on rates established by latest ordinance.

3. Provide and maintain an adequate supply of potable water for domestic consumption by Contractor personnel, Engineer and representatives of the Owner.

C. Electricity and Lighting:

1. Provide electric power service required for the Work including required testing, lighting, operation of equipment, and other Contractor use.

2. Electric power service includes temporary power or generators required to maintain plant operations during scheduled shutdowns.

3. Minimum lighting level shall be 10 foot-candles for open areas; 20-foot-candles for stairs and shops. Provide a minimum of one 300-watt lamp for each 200 square feet of work area.

D. Temporary Heat and Ventilation:

1. Provide temporary heat necessary for protection or completion of the Work.

2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

E. Telephone:

1. Provide emergency telephone service at Project site for use by Contractor personnel and others performing work or furnishing services at the site.

F. Sanitary Facilities:

1. Provide and maintain sanitary facilities for persons on the site; comply with regulations of State and local departments of health.

2. Enforce use of sanitary facilities by construction personnel at site. Enclose sanitary facilities. Pit-type toilets are not permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause nuisance or health problems. Haul sewage and waste off-site and properly dispose in accordance with applicable regulations.

3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.02 STORAGE SHEDS AND BUILDINGS

A. Provide adequately ventilated, watertight storage facilities with floor above ground level for Products susceptible to weather damage.

B. Storage of Products not susceptible to weather damage may be on blocks off the ground.

C. Store Products in a neat and orderly manner. Place Products to permit easy access for identification, inspection and inventory.

D. Fill and grade site for temporary structures to provide drainage away from temporary and existing buildings.

3.03 SAFETY REQUIREMENTS

A. Submit a safety program at the pre-construction meeting and follow the Program. Include documented response to trench safety requirements of Section 02260 - Trench Safety System.

B. Conduct operations in strict accordance with applicable Federal, State and local safety codes and statutes and with good construction practice. Establish and maintain procedures for safety of all work, personnel and equipment involved in the Work.

C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under Williams-Steiger Occupational Safety and Health Act of 1970, and to other legislation enacted for safety and health of Contractor employees. Safety and health standards apply to Subcontractors and Suppliers as well as to the Contractor.

D. Observance of and compliance with safety regulations is Contractor's responsibility without reliance or superintendence of or direction by Engineer. Immediately advise Engineer of investigation or inspection by Federal Safety and Health inspectors of Contractor's or Subcontractor's work or place of work on site under the Contract, and after investigation or inspection, advise Engineer of results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test devices frequently to assure functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidence of contamination, and immediately take appropriate steps to seal off entry of contaminated liquids to the Work area.

F. Implement safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and other safety equipment specified or detailed on Drawings.

G. Maintain required coordination with City Police and Fire Departments during entire period covered by the Contract.

H. Include Project safety analysis in safety plan. Itemize major tasks and potential safety hazards. Plan to eliminate hazards or protect workers and public from each hazard.

3.04 FIRST AID EQUIPMENT

A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.

B. Have at least one person thoroughly trained in first aid and CPR procedures present on the site when work is in progress. Contractor to conform to protocols and requirements for training and protection against "blood borne pathogens".

3.05 FIRE PROTECTION

A. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in Safety Program.

3.06 SECURITY MEASURES

A. Protect the Work, materials, equipment, and property from loss, theft, damage, or vandalism. Protect Owner property used in performance of the Contract.

B. If existing fencing or barriers are breached or removed for purposes of construction, provide and maintain temporary security fencing equal to existing.

3.07 PROTECTION OF UTILITIES AND PIPELINES

A. Prevent damage to existing public utilities during construction. Approximate locations of known utilities are shown on Drawings, but all lines may not be shown. Excavate with caution and repair lines damaged by construction operations.

B. Use the Utility Coordinating Committee One Call System which must be called 48 hours in advance. The toll free telephone number is 1-800-669-8344, Texas One Call System.

C. Before excavating, locate underground utilities by appropriate means including the use of metal detection equipment, and probes, or by excavation or surveys. Repair damage caused by investigative work and by failure to locate or to preserve underground utilities.

D. Give utility owners a minimum five days' notice before commencing excavation to allow time to locate utilities and make adjustments or relocations when they conflict with the Work. Include cost for temporary relocation of water, wastewater, and storm drainage lines, necessary to accommodate construction, in unit prices for utility construction unless otherwise noted. Bypassing of sanitary waste to storm drainage facilities is not allowed.

E. Prior to excavation near pipelines, request a representative of the pipeline company to meet with Contractor to locate the pipelines of proposed utility.

3.08 PROTECTION OF THE WORK AND PROPERTY

A. Preventive Actions

1. Take necessary precautions and actions to prevent damage, injury, or loss to the Work or public and private property, including:

   a. Storage of apparatus, supplies, and Products in an orderly, safe manner to limit interference with progress of the Work or work of other contractors, utility service companies, or the Owner's operations.

   b. Suitable storage for Products subject to damage by exposure to weather, theft, breakage, etc.

   c. Limitation of loading pressures imposed upon portions of the Work.

   d. Frequent clean up of refuse, scrap materials, and debris from construction operations, necessary to maintain the site in a safe and orderly condition.

   e. Provision of barricades and guard rails to protect pedestrian and traffic around openings, scaffolding, temporary stairs and ramps, excavations, elevated walkways, and other hazardous areas.

2. Protect public and private property adjacent to the site. Obtain written consent before entering or occupying privately-owned land except on easements provided for construction. Restore property damaged by construction operations

to condition equal to or better than that existing before the damage.

B. Barricades and Warning Systems

1. Where work is performed on or adjacent to roadways, rights-of-ways, or public land, provide barricades, fences, lights, warning signs, danger signals, and other precautionary measures necessary for protection of persons or property and for protection of the Work.

   a. Erect sufficient barricades to keep vehicles and pedestrians from entering the Work. Paint barricades to be visible at night. From sunset to sunrise, provide at least one light at each barricade.

   b. Maintain barricades, signs, lights, and provide watchmen until Engineer approves removal. Whenever work creates encroachment onto public roadways, station flagmen to manage traffic flow in accordance with approved traffic control plan.

   c. Conform to requirements of section 01555 - Traffic Control and regulation.

C. Protection of Existing Structures

1. Underground Facilities:

   a. Known Underground Facilities are shown on the Drawings but all Facilities may not be shown. Explore sufficiently ahead of trenching and excavation work to locate Underground Facilities in order to prevent damage to them and to prevent interruption of utility services. Restore damage to Underground Facilities to original condition at no additional cost to the Owner.

   b. If necessary to avoid unanticipated Underground Facilities, Engineer may make changes in location of the Work.

   c. If permanent relocation of an Underground Facility is required and not provided for in the Contract documents, Engineer will direct Contractor in writing to perform the Work.

2. Surface Structures include buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground level.

3. Protection of Underground Facilities and Surface Structures:

   a. Support in place and protect Underground Facilities and Surface Structures located within or adjacent to the limits of the Work from damage. Install supports as required by the owner of the structure. Satisfy Engineer that the owner of the facility or structure has approved methods and procedures before installing structure supports.

   b. Avoid moving or changing public utility or private corporation property without prior written consent of a responsible official of the facility or structure. Allow representatives of utilities to enter the construction site for maintenance and repair purposes or to make necessary changes.

c. Notify utility and pipeline owners and operators of the nature of construction operations and dates when operations will be performed. When construction operations are required in immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working days advance notice. Probe and flag location of Underground Facilities prior to commencement of excavation. Keep flags in place until construction operations uncover the facility.

d. Assume risk for damages and expenses to Underground Facilities and Surface Structures within or adjacent to the Work.

e. Employ a structural engineer to ensure protection measures are adequate for the safety and integrity of structures and facilities.

E. Protection of Installed Products:

1. Provide protection of Installed Products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of the Work.

2. Control traffic to prevent damage to Products and surfaces.

3. Provide coverings to protect Products from damage. Cover projections, wall corners, jambs, sills, and exposed sides of openings in areas used for traffic and passage of materials in subsequent work.

3.09 ROADS AND PARKING

A. Prevent interference with traffic and operations of the Owner on existing roads.

B. Designate temporary parking areas to accommodate construction and Owner personnel. When site space is not adequate, provide additional off-site parking.

C. Minimize use by construction traffic on existing streets and driveways.

D. Do not allow heavy vehicles or construction equipment in existing parking areas.

3.10 ENVIRONMENTAL CONTROLS

A. Use methods, equipment, and temporary construction necessary for control of environmental conditions at the site and adjacent areas.

B. Comply with statutes, regulations, and ordinances relating to prevention of environmental pollution and preservation of natural resources including National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.

C. Minimize impact to the surrounding environment. Do not use construction procedures that cause unnecessary excavation and filling of terrain, indiscriminate destruction of vegetation, air or stream pollution, or harassment or destruction of wildlife.

D. Limit disturbed areas to boundaries established by the Contract. Do not pollute on-site streams, sewers, wells, or other water sources.

E. Do not burn rubbish, debris or waste materials.

3.11 POLLUTION CONTROL

A. Provide methods, means, and facilities necessary to prevent contamination of soil, water or the atmosphere by discharge of Pollutants from construction operations.

B. Provide equipment and personnel to perform emergency measures to contain spillage, and to remove contaminated soils or liquids. Excavate and dispose of contaminated earth off-site in accordance with laws and regulations, and replace with suitable compacted fill and topsoil.

C. Provide systems necessary for control of Pollutants.

1. Prevent toxic concentrations of chemicals.

2. Prevent harmful dispersal of Pollutants into the environment.

D. Use equipment that conforms to current Federal, State, and local laws and regulations.

3.12 PEST AND RODENT CONTROL

A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.

B. Employ methods and use materials that will not adversely affect conditions at site or on adjoining properties.

3.13 NOISE CONTROL

A. Provide vehicles, equipment, and use construction activities that minimize noise to the greatest degree practicable. Conform to noise levels of Chapter 30 -Noise and Sound Level Regulation, City Code of Ordinances, and latest OSHA standards. Do not permit noise levels to interfere with the Work or create a nuisance to surrounding areas.

B. Conduct construction operations during daylight hours except as approved by Engineer.

C. Select construction equipment that operates with minimum noise and vibration. When directed by Engineer, correct objectionable noise or vibration produced by operation of equipment at no additional cost to the Owner. Sound Power Level (PWL) of equipment shall not exceed 85 dbA (re: 10-12 watts) measured five feet from the equipment, or at a lower level if prescribed by City of Weslaco Ordinances. Equipment noise requirements are contained in equipment specifications.

3.14 DUST CONTROL

A. Use water or other methods approved by Engineer to control amount of dust generated by vehicle and equipment operations.

3.15 WATER RUNOFF AND EROSION CONTROL

A. Comply with requirements of Section 01410 - TPDES Requirements.

B. Conduct fill, grading and ditching operations and provide adequate methods necessary to control surface water, runoff, subsurface water, and water from excavations and structures in order to prevent damage to the Work, the site, or adjoining properties.

1. Plan and execute construction and earthwork by methods that control surface drainage from cuts and fills, and from borrow and waste disposal areas.

2. Minimize area of bare soil exposed at one time.

3. Provide temporary control measures, such as berms, dikes, and drains.

4. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

5. Construct fill and waste areas by selective placement of materials to eliminate erosion of surface silts or clays that may erode.

6. Direct water away from excavations, pits, tunnels, and other construction areas to prevent erosion, sedimentation or damage.

7. Maintain existing drainage patterns adjacent to the site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover.

8. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to the site or adjoining areas, in conformance with environmental requirements.

9. Inspect earthwork periodically to detect any evidence of erosion. Take corrective measures as required to control erosion.

END OF SECTION

Section 01561

TRENCH SAFETY SYSTEM

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Trench safety system for the construction of trench excavations.

B. Trench safety system for structural excavations which fall under provisions of State and Federal trench safety laws.

1.02 UNIT PRICES

A. Measurement for trench safety systems used on trench excavations is on a linear foot basis measured along the centerline of the trench, including manholes and other line structures.

B. Refer to Section 01270 - Measurement and payment for unit price procedures.

1.03 DEFINITIONS

A. A trench shall be defined as a narrow excavation (in relation to its depth) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.

B. The trench safety system requirements will apply to larger open excavations if the erection of structures or other installations limits the space between the excavation slope and the installation to dimensions equivalent of a trench as defined.

C. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit a safety program specifically for the construction of trench excavation. Design the trench safety program to be in accordance with OSHA 29CFR standards governing the presence and activities of individuals working in and around trench excavations.

C. Construction and shop drawings containing deviations from OSHA standards or special designs shall be sealed by a licensed Engineer retained and paid by Contractor.

D. Review of the safety program by the Engineer will only be in regard to compliance with this specification and will not constitute approval by the Engineer nor relieve Contractor of obligations under State and Federal trench safety regulations.

1.05 REGULATORY REQUIREMENTS

A. Install and maintain trench safety systems in accordance with the detail specifications set out in the provision of Excavations, Trenching, and Shoring, Federal Occupation Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, as amended. The sections that are

incorporated into these specifications by reference include Sections 1926-650 through 1926-652.

B. The Contractor is responsible for obtaining a copy of the OSHA standards.

C. Legislation that has been enacted by the Texas Legislature with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications. Refer to Texas Health and Safety Code Chapter 756.

1.06 INDEMNIFICATION

A. Contractor shall indemnify and hold harmless the Owner and Engineer, their employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.

B. Contractor acknowledges and agrees that this indemnity provision provides indemnity for the Owner and Engineer in case the Owner and Engineer is/are negligent either by act or omission in providing for trench safety, including, but not limited to safety program and design reviews, inspections, failures to issue stop work orders, and the hiring of the Contractor.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 INSTALLATION

A. Install and maintain trench safety systems in accordance with provisions of OSHA 29CFR.

B. Install specially designed trench safety systems in accordance with the Contractor's Trench Excavation Safety Program for the locations and conditions identified in the program.

C. A competent person, as identified in the Contractor's Trench Excavation Safety Program, shall verify that trench boxes and other premanufactured systems are certified for the actual installation conditions.

3.02 INSPECTION

A. Contractor, or Contractor's independently retained consultant, shall make daily inspections of the trench safety systems to ensure that the installed systems and operations meet OSHA 29CFR and other personnel protection regulations requirements.

B. If evidence of possible cave-ins or slides is apparent, Contractor shall immediately stop work in the trench and move personnel to safe locations until the necessary precautions have been taken by Contractor to safeguard personnel entering the trench.

C. Maintain a permanent record of daily inspections.

3.03 FIELD QUALITY CONTROL

A. Contractor shall verify specific applicability of the selected or specially designed trench safety systems to each field condition encountered on the project.

END OF SECTION

Section 01578

CONTROL OF GROUND WATER AND SURFACE WATER

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for tunnel excavations.

B. Protecting work against surface runoff and rising flood waters.

C. Disposing of removed water.

1.02 METHOD OF PAYMENT

A. No separate payment will be made for control of ground water and surface water. Include the cost to control ground water and surface water in unit price for work in related sections.

1.03 REFERENCES

A. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8 mm) Drop.

B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

C. Federal Register 40 CFR (Vol. 55, No. 222) Part 122, EPA Administered Permit Programs (NPDES), Para.122.26(b)(14) Storm Water Discharge.

D. Texas Commission of Environmental Quality, TCEQ General Permit Number TX150000 Relating to Discharges from Construction Activities.

1.04 DEFINITIONS

A. Ground water control includes both dewatering and depressurization of water-bearing soil layers.

1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed water. The intent of dewatering is to increase stability of tunnel excavations and excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.

2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom or instability of tunnel excavations.

B. Excavation drainage includes keeping excavations free of surface and seepage water.

C. Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.

D. Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.05 PERFORMANCE REQUIREMENTS

A. Conduct surface and subsurface investigations to identify ground water and surface water conditions and to provide parameters for design, installation, and operation of control systems.

B. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Section 01561 - Trench Safety Systems, to produce the following results:

1. Effectively reduce the hydrostatic pressure affecting:
    a. Excavations.
    b. Tunnel excavation, face stability or seepage into tunnels.

2. Develop a substantially dry and stable subgrade for subsequent construction operations.

3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.

4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.

5. Maintain stability of sides and bottom of excavations.

C. Provide ground water control systems that may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.

D. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.

E. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.

F. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.

G. Assume sole responsibility for ground water and surface water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the control operations. Modify control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by control systems or resulting from failure of the system to protect property as required.

1.06 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittals.

B. Submit a Ground Water and Surface Water Control Plan for review by the Engineer prior to start of any field work. Submit a plan to include the following:

1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.

2. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.

3. Surface water control and drainage installations.

4. Proposed methods and locations for disposing of removed water.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Comply with requirements of agencies having jurisdiction.

B. Obtain permit from TCEQ under the Texas Pollutant Discharge Elimination System (TPDES), for storm water discharge from construction sites. Refer to Section 01570 – Texas Pollutant Discharge Elimination System. (If Applicable)

C. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 P R O D U C T S

2.01 EQUIPMENT AND MATERIALS

A. Equipment and materials are at the option of Contractor as necessary to achieve desired results for control of ground and surface water.

B. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.

C. All equipment must be in good repair and operating order.

D. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 E X E C U T I O N

3.01 GROUND WATER CONTROL

A. Provide labor, material, equipment, techniques and methods to lower, control and manage ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify Engineer in writing of any changes made to accommodate field

conditions and changes to the Work. Provide revised drawings and calculations with such notification.

C. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.

D. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.

E. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D 698.

3.02 EXCAVATION DRAINAGE

A. Contractor may use excavation drainage methods if necessary to achieve well drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

3.03 SURFACE WATER CONTROL

A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. The requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.

B. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

Section 01610

BASIC PRODUCT REQUIREMENTS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Requirements for transportation, delivery, handling, and storage of materials and equipment.

1.02 PRODUCTS

A. Products: Means material, equipment, or systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components designated for reuse.

B. Do not reuse materials and equipment, designated to be removed, except as specified by the Contract Documents.

C. Provide equipment and components from the fewest number of manufacturers as is practical, in order to simplify spare parts inventory and to allow for maximum interchangeability of components. For multiple components of the same size, type or application, use the same make and model of component throughout the project.

1.03 TRANSPORTATION

A. Make arrangements for transportation, delivery, and handling of equipment and materials required for timely completion of the Work.

B. Transport and handle products in accordance with instructions.

C. Consign and address shipping documents to the proper party giving name of Project and street address. Shipments shall be delivered to the Contractor.

1.04 DELIVERY

A. Arrange deliveries of products to accommodate the short term site completion schedules and in ample time to facilitate inspection prior to installation. Avoid deliveries that cause unnecessarily lengthy use of limited storage space.

B. Coordinate deliveries to avoid conflict with Work and conditions at the site and to accommodate the following:

1. Work of other contractors or the Owner.

2. Limitations of storage space.

3. Availability of equipment and personnel for handling products.

4. Owner's use of premises.

C. Have products delivered to the site in manufacturer's original, unopened, labeled containers.

D. Immediately upon delivery, inspect shipment to assure:

1. Product complies with requirements of Contract Documents.

2. Quantities are correct.

3. Containers and packages are intact; labels are legible.

4. Products are properly protected and undamaged.

1.05 PRODUCT HANDLING

A. Coordinate the off-loading of materials and equipment delivered to the job site. If necessary to move stored materials and equipment during construction, Contractor shall relocate materials and equipment at no additional cost to the Owner.

B. Provide equipment and personnel necessary to handle products, including those provided by the Owner, by methods to prevent damage to products or packaging.

C. Provide additional protection during handling as necessary to prevent breaking, scraping, marring, or otherwise damaging products or surrounding areas.

D. Handle products by methods to prevent over bending or overstressing.

E. Lift heavy components only at designated lifting points.

F. Handle materials and equipment in accordance with Manufacturer's recommendations.

G. Do not drop, roll, or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

1.06 STORAGE OF MATERIAL

A. Store and protect materials in accordance with manufacturer's recommendations and requirements of these Specifications.

B. Make necessary provisions for safe storage of materials and equipment. Place loose soil materials, and materials to be incorporated into the Work to prevent damage to any part of the Work or existing facilities and to maintain free access at all times to all parts of the Work and to utility service company installations in the vicinity of the Work. Keep materials and equipment neatly and compactly stored in locations that will cause a minimum of inconvenience to other contractors, public travel, adjoining owners, tenants, and occupants. Arrange storage in a manner to provide easy access for inspection.

C. Restrict storage to areas available on the construction site for storage of material and equipment as shown on Drawings or approved by the Resident Project Representative.

D. Provide off-site storage and protection when on-site storage is not adequate.

E. Do not use lawns, grass plots, or other private property for storage purposes without written permission of the owner and other person in possession or control of such premises.

F. Protect stored materials and equipment against loss or damage.

G. Store in manufacturers' unopened containers.

H. Materials delivered and stored along the line of the Work shall be neatly, safely, and compactly stacked along the work site in such manner as to cause the least inconvenience and damage to property owners and the general public, and shall be not closer than 3 feet to any fire hydrant. Public and private drives and street crossings shall be kept open.

I. Damage to lawns, sidewalks, streets or other improvements shall be repaired or replaced to the satisfaction of the Resident Project Representative. The total length which materials may be distributed along the route of construction at any one time is 1000 lineal feet, unless otherwise approved in writing by the Resident Project Representative.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

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Section 01630

PRODUCT SUBSTITUTION PROCEDURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Options for making product or process selections.

B. Procedures for proposing equivalent construction products or processes.

1.02 DEFINITIONS

A. Product: Means materials, equipment, or systems incorporated into the Project. Product does not include machinery and equipment used for production, fabrication, conveying, and erection of the Work. Products may also include existing materials or components designated for reuse.

B. Process: Any proprietary system or method for installing system components resulting in an integral, functioning part of the Work. For this Section, the word Product includes Processes.

1.03 SELECTION OPTIONS

A. Approved Products: Construction products or processes of certain manufacturers or suppliers designated in the Specifications followed by the words "or approved equal." Approval of alternate products or processes not listed in the Specifications may be obtained through provisions for product options and substitutions in Document 00700 - General Conditions, and by following the submittal procedures specified in 01330- Submittal Procedures.

B. Product Compatibility: To the maximum extent possible, provide products that are of the same type or function from a single manufacturer, make, or source. Where more than one choice is available as a Contractor's option, select a product which is compatible with other products already selected, specified, or in use by the Owner.

1.04 CONTRACTOR'S RESPONSIBILITY

A. The Contractor's responsibility related to product options and substitutions is defined in Document 00700 - General Conditions.

B. Furnish information the Engineer deems necessary to judge equivalency of the alternate product.

C. Pay for laboratory testing, as well as any other review or examination costs, needed to establish the equivalency between products in order to obtain information upon which the Engineer can base a decision.

D. If the Engineer determines that an alternate product is not equal to that named in the Specifications, the Contractor shall furnish the specified products.

1.05 ENGINEER'S REVIEW

A. Alternate products or processes may be used only if approved in writing by the Engineer. The Engineer's determination regarding acceptance of a proposed alternate product is final.

B. Alternate products will be accepted if the product is judged by the Engineer to be equivalent to the specified product or to offer substantial benefit to the Owner.

C. The Owner retains the right to accept any product or process deemed advantageous to the Owner, and similarly, to reject any product or process deemed not beneficial to the Owner.

1.06 SUBSTITUTION PROCEDURE

A. Collect and assemble technical information applicable to the proposed product to aid in determining equivalency as related to the approved product specified.

B. Submit a written request for a construction product to be considered as an alternate product.

C. Submit the product information after the effective date of the Agreement.

D. Submit 5 copies of each request for alternate product approval. Include the following information:

1. Complete data substantiating compliance of proposed substitution with Contract Documents.

2. For products:
   a. Product identification, including manufacturer's name and address.
   b. Manufacturer's literature with product description, performance and test data, and reference standards.
   c. Samples, as applicable.
   d. Name and address of similar projects on which product was used and date of installation. Include the name of the Owner, Architect/Engineer, and installing contractor.

3. For construction methods:
   a. Detailed description of proposed method.
   b. Drawings illustrating methods.

4. Itemized comparison of proposed substitution with product or method specified.

5. Data relating to changes in construction schedule.

6. Relation to separate contracts, if any.

7. Accurate cost data on proposed substitution in comparison with product or method specified.

8. Other information requested by the Engineer.

E. Approved alternate products will be subject to the same review process as the specified product would have been for shop drawings, product data, and samples.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:
1. Drawings
2. Specifications
3. Addenda
4. Change Orders and other Modifications to the Contract
5. Engineer Field Orders or written instructions
6. Approved Shop Drawings, Product Data and Samples
7. Approved Operation and Maintenance Data
8. Field Test records
9. Receipts for delivery of items to Owner

B. Delegate the responsibility for maintenance of record documents to one person on the Contractor's staff as approved in advance by the Engineer.

C. Thoroughly coordinate all changes within the record documents, making adequate and proper entries on each page of the specifications and each sheet of drawings and other documents where such entry is required to properly show the change. Accuracy of records shall be such that future search for items shown in the contract documents may reasonably rely on information obtained from the approved record documents.

D. Make all entries within 24 hours after receipt of information. One (1) set is to be maintained at the Contractor's job trailer at all times. As-builts are to be updated as a condition of each pay application

1.02 RELATED REQUIREMENTS

A. Section 01300: Submittals

B. Section 01152: Applications for Payment

D. Section 01700: Contract Closeout

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. File documents and samples in accordance with specification format.

B. Maintain documents in a clean, dry legible condition and in good order. Do not use record documents for construction purposes.

C. Make documents and samples available at all times for inspection by Engineer and Owner.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.
   1. Do not conceal any work until required information is recorded.

C. Drawings; Legible mark to record actual construction:
   1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements..
   2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
   3. Field changes of dimension and detail.
   4. Changes made by Field Order or by Change Order.
   5. Details not on original contract drawings.
   6. For gravity sewer lines: Elevation and alignment of line, location of cleanouts, distance between cleanouts, and location of each service line referenced by distance from main trunk line and distance from sewer centerline to end of service line.

D. Use all means necessary to maintain the job set of record documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of the recorded data to the final record documents. In the event of loss of recorded data, use all means necessary to secure the data to the Engineer's approval; such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the contract documents.

E. Specifications and Addenda; Legibly mark each Section to record:
   1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

G. Clearly describe all change orders by note and by graphic line, as required. Date all entries. Call attention to the entry by highlighting around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.

1.05 SUBMITTAL

A. At Contract close-out, deliver Record Documents to Engineer for the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name and address
   4. Title and number of each Record Document
   5. Signature of Contractor or his authorized representative.

1.06 PAYMENT

A. Project record documents are incidental to Work for which no separate payment will be made.

B. No payment will be made to the Contractor for any portion of the work for which the project record documents including recording are not complete.

END OF SECTION

Section 01725

FIELD SURVEYING

PART 1 G E N E R A L

1.01 QUALITY CONTROL

A. Conform to State of Texas laws for surveys requiring licensed surveyors.

1.02 UNIT PRICES

A. Payment will be made for Field Surveying at a lump sum unit.

1.03 SUBMITTALS

A. Submit to Engineer the name, address, and telephone number of Surveyor before starting survey work.

B. Submit documentation verifying accuracy of survey work on request.

C. Submit certificate signed by surveyor, that the elevations and locations of the Work are in conformance with Contract Documents.

D. Submit information under provisions of Section 01330 - Submittal Procedures.

1.04 PROJECT RECORD DOCUMENTS

A. Maintain a complete and accurate log of control and survey work as it progresses.

B. Prepare a certified survey setting forth dimensions, locations, angles, and elevations of construction and site Work upon completion of foundation walls and major site improvements.

C. Submit Record Documents under provisions of Section 01785 - Project Record Documents.

1.05 EXAMINATION

A. Verify locations of survey control points prior to starting Work.

B. Notify Engineer immediately of any discrepancies discovered.

1.06 SURVEY REFERENCE POINTS

A. Control datum for survey is that established by Owner-provided survey as indicated on Drawings.

B. Locate and protect survey control points prior to starting site work; preserve permanent reference points during construction.

C. Notify Engineer 48 hours in advance of need for relocation of reference points due to changes in grades or other reasons.

D. Report promptly to Engineer the loss or destruction of any reference point.

E. Contractor shall reimburse Owner for cost of reestablishment of permanent reference points disturbed by Contractor's operations.

1.07 SURVEY REQUIREMENTS

A. Utilize recognized engineering survey practices.

B. Establish elevations, lines and levels to provide appropriate controls for the Work. 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.

D. Verify periodically layouts by same means.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01732

PROCEDURE FOR WATER VALVE ASSISTANCE

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Operation of existing valves is by the owner's employees. Operation of new valves by the Contractor's employees is included in the project. No valve will be operated without prior approval by the Resident Project Representative.

1.02 MEASUREMENT AND PAYMENT

A. No separate payment will be made for this item. Include the cost of valve operation and valve assistance in Unit Price bid for valves and water mains.

1.03 PROCEDURE

A. The Contractor will notify the Resident Project Representative to coordinate valve operation.

1.04 CANCELLATION

A. Scheduled valve closures may be terminated in the event of a water system emergency at no cost to the Owner.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

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Section 01740

RESTORATION OF SITE IMPROVEMENTS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Restoration of the Work site in public rights-of-way or easements and adjacent public or private property affected by construction operations, including pavement, esplanades, sidewalks, driveways, fences, lawns and landscaping.

1.02 UNIT PRICES

A. Unpaved Surface Restoration.

1. No separate payment will be made for Restoration of Site Improvements in unpaved areas. Include the cost of the Restoration of Site Improvements in unpaved areas in the unit prices of other associated work.

B. Paved Surface Restoration.

1. Pavement and Driveway Replacement. Measure replaced pavement by the linear foot along the associated pipeline. Payment will be made at the applicable unit price for concrete pavement replacement. Payment will be made at the applicable unit price for asphaltic concrete pavement replacement. Payment will be made at the applicable unit price for gravel (crushed stone) road or driveway replacement.
2. Sidewalk Replacement. Measure sidewalks by the linear foot a long the associated pipeline. Payment will be made at the unit price for sidewalk replacement.
3. Curb and Gutter. Measure curb and gutter by the linear foot for the distance between the limits of the minimum trench width plus 2 feet or the trench length, as applicable. Payment will be made at the unit price for curb and gutter replacement.
4. Replacement Outside of Minimum Dimensions. Pavements, driveways and sidewalks damaged outside of the minimum dimensions for payment shall be replaced by the Contractor at no additional cost to the City.

1.03 REFERENCES

A. ANSI Z60.1. American Standard for Nursery Stock.

1.04 DEFINITIONS

A. Site Restoration. Replacement or reconstruction of site improvements to rights-of-way, easements, public property, and private property that are affected or altered by construction operations, with the improvements restored to a condition which is equal to, or better than, that which existed prior to construction operations.

B. Site Improvements. Includes but is not limited to pavement, curb and gutter, esplanades, sidewalks, driveways, fences, lawns, irrigation systems, and landscaping.

1.05 SUBMITTALS

A. Make submittals in conformance with Section 01330 - Submittal Procedures.

1.06 QUALITY ASSURANCE

A. Have landscape plantings planted by qualified personnel.

1.07 SCHEDULING

A. Site restoration shall be performed no later than 60 days following installation of the Work.

1.08 WARRANTY

A. Replaced plants and grasses are covered by the Contractor's general warranty and guarantee.

B. Replace plants that fail during the warranty period.

C. Contractor to provide a written notification to homeowner stating that homeowner is responsible for watering replaced plants and grasses.

D. Damage caused by natural hazards such as hail, high winds or storm is not covered by the warranty.

E. Existing plant material required to be moved on the site are covered under the warranty.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Pavement, Sidewalks and Driveways. Use materials as specified in Section 02951 – Pavement Replacement for Utility Construction.

B. Seeding and Sodding. Provide sod as specified in Section 02922 - Sodding. For areas to be seeded, conform to Section 02921 - Hydromulch Seeding.

C. Landscape Plantings, Trees and Shrubs. Provide trees, shrubs and plants of quantity, size, genus, species and variety of those being replaced and complying with recommendations and requirements of ANSI Z60.1.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Construction Site Photographs. Document conditions on and adjacent to the construction site with construction photographs.

3.02 PREPARATION

A. Removing Pavements and Structures.

1. Remove the minimum pavement, curb and gutter, and other structures as required to perform the Work.
2. Remove concrete and asphaltic concrete material using sawed joints in accordance with Section 02752 - Concrete Pavement Joints.

B. Remove or relocate existing fencing, if required, for construction operations. Maintain the integrity of the private property owner's fencing if needed for protection of children, pets, livestock or property. Notify the property owner 72 hours in advance before removing fencing and coordinate security needs.

3.03 INSTALLATION

A. Pavement, Sidewalk, and Driveway Restoration.

1. Replace pavement, curb and gutter, sidewalks, and driveways removed or damaged as the result of construction operations. Reconstruct in accordance with Section 02951 - Pavement Replacement for Utility Construction.

B. Seeding and Sodding.

1. Clean up construction debris and level the area with bank sand so that the resulting surface of the new grass matches the level of the existing grass and maintains pre-construction drainage patterns. Level minor ruts or depressions caused by construction operations where grass is still viable by filling with bank sand.
2. Restore grass areas disturbed or damaged by construction with grass comparable with that previously existing.
3. Restore established lawn areas, including easements and esplanades disturbed or damaged by construction, by sodding and fertilizing in accordance with Section 02922 - Sodding, except that measurement and payment shall be as specified in this Section.
4. Restore grass areas not requiring sodding using hydromulch methods in accordance with Section 02921 - Hydromulch Seeding, except that measurement and payment shall be as specified in this Section.

C. Trees, Shrubbery and Plants.

1. Extra care shall be taken in removing and replanting trees, shrubbery and plants. Trees, shrubbery and plants shall be removed in a way that leaves soil around the roots. Trees, shrubbery and plants shall be placed outside of excavation area.
2. Replace in kind any trees, shrubbery, and plants removed or damaged by construction operations.
3. Have a nursery or landscape firm make tree replacements using balled-and- burlapped nursery stock. Within the availability of standard nursery stock, replace each removed tree with one of an equivalent species and size, but with not less than a 2-1/2-inch-diameter trunk, as measured 1-1/2 feet above natural ground.

D. Fence Removal and Replacement.

1. Replace fencing removed or damaged, including, but not limited to, posts, caps, concrete footings, concrete curb under fence, wire, wire mesh, wood panels, top and bottom railing.
2. Reconstruct any portion of the fence disturbed by construction which is not equal to or better than that which existed prior to construction operations as evidenced by preconstruction photographs or videos.
3. Remove and dispose of damaged or substandard material.

3.04 CLEANING

A. Remove debris and trash which is the result of the Contractor's operation to maintain a clean and orderly site.

3.05 MAINTENANCE

A. Maintain plantings, sodded areas and seeded areas through warranty period.

B. Replace plantings and seeded or sodded areas that fail to become established through the warranty period.

C. Maintain plantings as follows:

1. Initial watering shall be by Contractor. Continued maintenance shall be by homeowner.
2. Repair or replace bracing as necessary.
3. Prune as necessary.

D. If it is necessary to remove tree branches, have removal and other necessary pruning performed by an qualified nursery or landscape firm utilizing best standard practices.

END OF SECTION

Section 01770

CLOSEOUT PROCEDURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Closeout procedures including final submittals such as operation and maintenance data, warranties, and spare parts and maintenance materials.

1.02 CLOSEOUT PROCEDURES

A. Comply with Document 00700 - General Conditions regarding Final Completion and Final Payment when Work is complete and ready for Engineer's final inspection.

B. Provide Project Record Documents in accordance with Section 01785.

C. Complete or correct items on punch list, with no new items added. Any new items will be addressed during warranty period.

D. The Owner will occupy portions of the Work as specified in other Sections.

1.03 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. For facilities, clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Clean equipment and fixtures to a sanitary condition.

D. Clean or replace filters of operating equipment.

E. Clean debris from roofs, gutters, downspouts, and drainage systems.

F. Clean site; sweep paved areas, rake clean landscaped surfaces.

G. Remove waste and surplus materials, rubbish, and temporary construction facilities from the site following the final test of utilities and completion of the work.

1.04 ADJUSTING

A. Adjust operating equipment to ensure smooth and unhindered operation.

1.05 OPERATION AND MAINTENANCE DATA

A. Submit operations and maintenance data as noted in 01330 - Submittal Procedures.

1.06 WARRANTIES

A. Provide one original of each warranty from Subcontractors, suppliers, and manufacturers.

B. Provide Table of Contents and assemble warranties in 3-ring/D binder with durable plastic cover.

C. Submit warranties prior to final Application for Payment.

D. Warranties shall commence in accordance with the requirements in Document 00700 - General Conditions.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification sections.

B. Deliver to location within the Owner's jurisdiction as directed by Resident Project Representative; obtain receipt prior to final Application for Payment.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01785

PROJECT RECORD DOCUMENTS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Maintenance and Submittal of Project Record Documents and samples.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Maintain one record copy of documents at the site in accordance with Document 00700 - General Conditions.

B. Store Record Documents and samples in Contractor's field office if a field office is required by Contract Documents, or in a secure location. Provide files, racks, and secure storage for Record Documents and samples.

C. Label each document "PROJECT RECORD" in neat, large, printed letters.

D. Maintain Record Documents in a clean, dry, and legible condition. Do not use Record Documents for construction purposes.

E. Keep Record Documents and Samples available for inspection by Resident Project Representative.

1.03 RECORDING

A. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

B. Contract Drawings and Shop Drawings: Legibly mark each item to record all actual construction, or "as built" conditions, including:

1. Measured depths of elements of foundation in relation to finish first floor datum.

2. Measured horizontal locations and elevations of underground utilities and appurtenances, referenced to permanent surface improvements.

3. Elevations of underground utilities referenced to bench mark utilized for project.

4. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.

5. Field changes of dimension and detail.

6. Changes made by modifications.

7. Details not on original contract drawings.

8. References to related shop drawings and modifications.

C. Record information with a red felt-tip marking pen on a set of blue or black line opaque drawings, provided by Engineer.

1.04 SUBMITTALS

A. At contract closeout, deliver Project Record Documents to Engineer.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 02069

DEMOLITION

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. This Section includes the removal and disposal of old structures, or portions of old structures at location(s), as shown on PLANS. Also included is all excavation and backfill to complete the removal of these items hereinafter described.

1.02 MEASUREMENT AND PAYMENT

A. Unit Price.

1. Measurement: Work as provided for by this Section to be measured as each individual structure to be removed, except that pipe sewers shall be measured as each structure, and removal of existing curb and gutter shall be measured by the linear foot. The removal of structure is to include all appurtenances thereto.

2. Payment: Work as prescribed for in the Section to be paid for at unit price bid per each for “Removing Old Structures, Large” and “Removing Old Structures, Small” or Removing Old Structures (Pipe)” per each structure and curb and gutter shall be per linear foot, which price to be full compensation for all work, labor, tools, equipment, excavations, backfilling, materials, and incidentals necessary to complete the work.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

PART 2 P R O D U C T S

2.01 SCHEDULE

A. Coordinate activities with other work if being performed not to cause any interruption during work being completed under this Contract.

PART 3 E X E C U T I O N

3.01 ERECTION/ INSTALLATION/ APPLICATION AND OR CONSTRUCTION:

A. Culverts or Sewers

Unless otherwise shown on the PLANS, remove pipe and appurtenances by careful excavation of all dirt on top and sides in such a manner that pipe will not be damaged.

B. Concrete Structures

Remove concrete structures or concrete portions of structures in sizes, not larger than 1 cubic foot. Concrete portions of structures below the permanent ground line which will not interfere in any manner with the proposed construction may be left in place, but removal to be carried at least 2 feet below the permanent ground line and neatly squared off. Cut off reinforcement flush to the concrete.

C. Steel Structure

Dismantle steel structures, or steel portions of structures, in sections as determined by the ENGINEER. Section to be of such weight and dimensions as to permit convenient handling, hauling, and storing if material is to be reused or salvaged. Remove revits and bolts connecting steel railing members, steel beams of beam spans, and steel stringers of truss spans by cutting heads with a “cold cut” and punching or drilling from the how or by such other method as will not injure members for reuse if materials is to be reused or salvaged and will meet approval of the ENGINEER. Removal of rivets and bolts from connections of truss members, bracing members, and other similar members in the structure not required unless specifically called for on the PLANS. CONTRACTOR to have the option of dismantling these members by flame-cutting the members immediately adjacent to the connections. Flame-cutting is not permitted, however, when shown on PLANS calls for the structure unit to be salvaged in such manner as to permit re-erection. In such case, carefully matchmark all members with paint in accordance with diagram furnished by the ENGINEER prior to dismantling, and remove all rivets and bolts from the connections in the manner specified in the first portion of this paragraph.

D. Timber Structure

Remove timber structures, or timber portions of structures, in such a manner as to not damage the timber as little as possible for further use. Remove all bolts and nails from such lumber as deemed salvageable by the ENGINEER. Unless otherwise shown on PLANS, CONTRACTOR may remove entirely or cut off timber piles at a point not less than 2 feet below ground line.

E. Brick or Stone Structure

Remove brick or stone structures, or stone portions of structures, in size not larger than 1 cubic foot. Portions of such structures below the permanent ground line which will not in any manner interfere with the proposed construction may be left in place, but removal to be carried at least 2 feet below the permanent ground line square off.

F. Material Salvage

All materials such as pipe, timber, railing, etc., which the ENGINEER deems as salvageable for reuse, and all structural steel to be carefully placed in neat piles at convenient loading points which will not interfere with traffic construction. Unless designated point shown on PLANS, all other materials deemed salvageable by the OWNER to be removed by the CONTRACTOR and neatly piled at convenient loading points on site at no cost to OWNER. All of these specified materials to be the property of OWNER. I – beams, stringers, etc., specified to be dismantled with damage for reuse, and all steel members match marked and dismantles for reuse, to be blocked off the ground in an upright position to protect the members against further damage. Materials, other than structural steel, deemed non-salvageable become the property of the CONTRACTOR, to be removed off the site by the CONTRACTOR and disposed of in a satisfactory manner. When temporary structure(s) are necessary for a detour adjacent to the present structure, CONTRACTOR will be permitted to use the material in the old structure for the detour structure, but he is to dismantle and stack or dispose of material as required above, as soon as new structure is complete.

END OF SECTION

Section 02085

VALVE BOXES, METER BOXES, AND METER VAULTS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Valve boxes for water service.

B. Meter boxes for water service.

C. Meter vaults for water service.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for valve boxes under this Section. Include payment in unit price for Section 02511 - Water Mains.

2. No separate payment will be made for meter boxes under this Section. Include payment in unit price for Section 02512 - Water Tap and Service Line Installation.

3. Payment for meter vaults is on a unit price basis per vault. Payment will be made for each vault installed, regardless of depth.

4. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM A 48 - Standard Specification for Gray Iron Castings.

B. ASTM D 256 - Standard Test Methods for Impact Resistance of Plastics and Electrical Insulating Materials.

C. ASTM D 638 - Standard Test Method for Tensile Properties of Plastics.

D. ASTM D 648 - Standard Test Method for Deflection Temperature of Plastics Under Flexural Load.

E. ASTM D 2790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit manufacturers' product data for following items for approval:

1. Each type of valve box and lid.

2. Each type of meter box and cover.

3. Each type of meter vault frame and cover.

C. Submit design calculations and shop drawings for precast vault elements, sealed by an Engineer registered in the State of Texas.

D. Submit shop drawings for cast-in-place meter vaults for approval if proposed construction varies from Drawings.

E. Submit manufacturer's certification that plastic meter boxes meet the requirements of Paragraph 2.05, Plastic Meter Boxes.

PART 2 P R O D U C T S

2.01 VALVE BOXES

A. Provide Type A, cast-iron, slide-type, valve boxes as manufactured by Bass and Hays Foundry, Inc., or approved equal. Provide Type B when 6-inch pipe will not enclose stuffing box section of gate valve. Design of valve box shall minimize stresses on valve imposed by loads on box lid.

B. Cast a letter "W" into lid, 1/2 inch in height and raised 3/32 inch, for valves serving potable water lines.

C. Coat boxes, bases, and lids by dipping in hot bituminous varnish.

D. Provide 6-inch PVC, Class 150, DR 18, riser pipes.

E. Concrete for valve box placement:

1. For locations in new concrete pavement, provide strength and mix design of new pavement.

2. For other locations, provide Class A concrete, with minimum compressive strength of 3000 psi, conforming to requirements of Section 03315 - Concrete for Utility Construction.

2.02 METER BOXES

A. Provide meter boxes of the following materials:

1. Non-traffic bearing locations: Cast iron, concrete or plastic.

2. Traffic bearing locations: Cast iron.

B. Provide meter box with reading lid. Provide lids with key-operated, spring-type, locking device. Lids shall contain sufficient metal that meter box can be easily located with metal detector. Cast the words and "WATER METER" into lid with letters of 1/2-inch height and raised 3/32 inch.

C. Meter box dimensions shall conform to the following approximate dimensions:

1. Length: At top - 15-1/2 inches; at bottom 20 inches.

2. Width: At top - 12-1/2 inches; at bottom 14-3/4 inches.

3. Height: 12 inches.

D. Extensions: Meter box extensions 3 inches and 6 inches in height shall be available from the manufacturer as a standard item.

2.03 CAST-IRON METER BOXES

A. Cast-Iron Boxes: Clean and free from sand blow-holes or other defects and conform to the requirements of ASTM A 48. Bearing surfaces shall be machined so that covers seat evenly in frames.

B. Boxes and lids shall have dipped, coal-tar-pitch, varnish finish.

C. Provide lock-type meter boxes when required by Drawings. Lock mechanisms shall work with ease.

2.04 CONCRETE METER BOXES

A. Concrete Meter Boxes: Made of Class A concrete, with minimum 3000 psi compressive strength, conforming to requirements of Section 03315 - Concrete for Utility Construction.

B. Castings: Free from fractures, large or deep cracks, blisters or surface roughness or any other defects that may affect serviceability.

2.05 PLASTIC METER BOXES

A. Plastic Meter Boxes: Made of high density polyethylene conforming to the following ASTM standards:

ASTM	Requirement
D 256	Impact Strength = 1.9 ft-lb/inch (Izod, Notched)
D 256	Impact Strength = 6.4 ft-lb/inch (Izod, Un-Notched)
D 638	Tensile Strength (2.0 min.) = 3400 psi
D 648	Deflection Temperature = 170 degrees F
D 676	Shore D, Hardness, 55-65 Impact Strength, Falling Dart Method, 160 inch-lb.
D 790	Flexural Modulus = 90,000 psi

B. Meter boxes shall meet the following test requirements:

1. Static Load: Not less than 2500 pounds using 6-inch disc with direct compression exerted at center of top of meter box with solid plastic lid.

2. Deflection: Not less than 1000 pounds load required to deflect top edge of meter box 1/8 inch.

C. Meter box body, without lid, shall weigh approximately 7 pounds.

2.06 METER VAULTS

A. Meter vaults may be constructed of precast concrete, or cast-in-place concrete unless a specific type of construction is required by Drawings.

B. Concrete for Meter Vaults: Class A concrete, conforming to requirements of Section 03315 - Concrete for Utility Construction with minimum compressive strength of 3000 psi at 28 days.

C. Reinforcing steel for meter vaults: Conform to requirements of Section 03315 Concrete for Utility Construction.

D. Grates and Covers: Conform to requirements of Section 02084 - Frames, Grates, Rings, and Covers.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Obtain approval from Resident Project Representative for location of meter vault.

B. Verify lines and grade are correct.

C. Verify compacted subgrade will support loads imposed by vaults.

3.02 VALVE BOXES

A. Install riser pipe with suitable length for depth of cover indicated on Drawings or to accommodate actual finish grade.

B. Install valve box and riser piping plumbed in a vertical position. Provide 6-inches telescoping freeboard space between riser pipe top butt end, and interior contact flange of valve box, for vertical movement damping. Riser may rest on valve flange, or provide stable footpiece to support riser pipe.

C. After valve box has been set, aligned, and adjusted so that lid is level with final grade, pour a 24-inch by 24-inch by 8-inch-thick concrete block around valve box. Center valve box horizontally within concrete block.

3.03 METER BOXES

A. Install cast iron or plastic boxes in accordance with manufacturers instructions.

B. Construct concrete meter boxes to dimensions shown on Drawings.

C. Adjust top of meter boxes to conform to cover elevations specified in Paragraph 3.05, Frame and Cover for Meter Vaults.

D. Do not locate under paved areas unless approved by Resident Project Representative. Use approved traffic-type box with cast iron lid when meter must be located in paved areas.

3.04 METER VAULTS

A. Construct concrete meter vaults to dimensions shown on Drawings. Do not cast in presence of water. Make bottom uniform. Verify lines and grades are correct and compacted subgrade will support loads imposed by vaults.

B. Precast Meter Vaults:

1. Install precast vaults in accordance with manufacturers recommendations. Set level on a minimum 3-inch-thick bed of sand conforming to the requirements of Section 02320 - Utility Backfill Materials.

2. Seal lifting holes with non-shrink grout.

C. Meter Vault Floor Slab:

1. Construct floor slabs of 6-inch-thick reinforced concrete. Slope floor 1/4 inch per foot toward sump. Make sump 12 inches in diameter, or 12 inches square, and 4 inches deep, unless

other dimensions are required by Drawings. Install dowels at maximum of 18 inches, center-to-center, or install mortar trench for keying walls to floor slab.

2. Precast floor slab elements may be used for precast vault construction.

D. Cast-in-Place Meter Vault Walls:

1. Key walls to floor slab and form to dimensions shown on Drawings. Minimum wall thickness shall be 4 inches.

2. Cast walls monolithically. One cold joint will be allowed when vault depth exceeds 12 feet.

3. Set frame for cover while concrete is still green.

3.05 FRAME AND COVER FOR METER VAULTS

A. Set cast iron frame in a mortar bed and adjust elevation of cover as follows:

1. In unpaved areas, set top of meter box or meter vault cover 2 to 3 inches above natural grade.

2. In paved areas, set top of meter box or meter vault cover flush with adjacent concrete but no higher than 1/2 inch.

3.06 BACKFILL

A. Provide bank run sand in accordance with Section 02320 - Utility Backfill Materials, and backfill and compact in accordance with Section 02317 - Excavation and Backfill for Utilities.

B. In unpaved areas, slope backfill around meter boxes and vaults to provide a uniform slope 1-to-5 slope not steeper than 5:1 from top to natural grade.

C. In paved areas, slope concrete down from meter box or vault to meet adjacent paved area.

END OF SECTION

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SECTION 02200

EARTHWORK AND SITE GRADING

PART 1 - GENERAL

1.01 SCOPE

A. Perform all work required to complete the project as indicated by the Contract Documents, and furnish all supplementary items necessary for the completion of all work specified in this Section.

B. The work included in this Section shall include furnishing all labor, tools, materials and incidentals required to complete the work; excavate and fill to the lines, elevations and limits shown on the drawings for all pavements, buildings, landscaped areas, etc. as indicated below and cleaning up. The landscaped areas shall be graded to an elevation 6 inches below finished grade allowing for topsoil placement. The pavement areas shall be graded to an elevation below finished grade allowing for pavement placement. Building foundation areas shall be prepared in accordance with the geotechnical investigation and these specifications. The Contractor shall comply with all requirements of the city standards, the E.P.A. requirements and with the standards and specifications stated herein. All earthwork shall be done in accordance with the Geotechnical Investigation.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02100 - Site Clearing
B. Section 02270 - Soil Erosion and Sediment Control
B. Section 02515 - Portland Cement Concrete Paving

1.03 QUALITY ASSURANCE

A. Codes and Standards

1. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction. The contractor shall have a trench safety plan prepared by a registered professional engineer for all excavations in excess of 5 feet deep.

B. Testing and Inspection Service

1. The owner will engage a soil testing and inspection service for quality control testing during earthwork operations to inspect and test all soil materials proposed for use in all excavation and fill operations.

1.04 JOB CONDITIONS

A. Existing Utilities

1. It shall be the Contractor's responsibility to verify the location (horizontal and vertical depth) of all utilities prior to beginning earthwork operations. If utilities are to remain in place, provide protection from damage during construction operations.

2. Should uncharted or incorrectly charted piping or other utilities be encountered

during excavation, consult owner immediately for directions as to how to proceed. Cooperate with owner, public and private utility companies in keeping services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by owner or adjacent properties, except when permitted in writing by property owner and then only after temporary utility services have been provided.

B. Use of Explosives

1. The use of explosives is not permitted.

C. Protection of Persons and Property

1. Barricade open excavations occurring as part of this work and post with warning lights. Provide traffic control as required by the city and as required to protect the public.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout and other hazards created by excavation operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Fill Material:

1. Onsite excavated material free from trash, vegetation, rocks and lumps of earth larger than 4 inches in diameter or other objectionable material. Imported fill, if required, shall also be clean and have a liquid limit less than 50 percent.

B. Select Material:

1. Uniformly blended clayey sand to very sandy with a plasticity index between 6 and 15 and liquid limit of less than 35 percent.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which earthwork and site grading operations are to be performed. After excavation to subgrade, proofroll with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 25 tons or greater to help compact pockets of loose soil and expose additional areas of weak, soft or wet soils in the presence of the owner's representative. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 EXCAVATION

A. The Contractor shall excavate to the lines and elevations shown on the drawings, as previously indicated herein, regardless of the type, condition, or moisture content of the material encountered. Conduct excavation operations to provide positive drainage, at contractor's expense, at all times during construction. If positive drainage cannot be maintained, contractor shall keep standing water out of all excavations with adequate

dewatering equipment.

B. All areas shall be cut accurately to the indicated grades. Care shall be taken to prevent excavation below the grades indicated and any bottoms or slopes that have been undercut shall be backfilled with approved materials and compacted to the required fill density.

C. Excavation required for rough grading shall be finished within a tolerance of 0.10 foot above or below the rough grade and in no case shall depressions be left that will not completely drain.

3.3 BUILDING SUBGRADE

A. Follow recommendations in geotechnical report and on the structural drawings.

3.4 FILLING

A. Remove all vegetation, organic materials and debris prior to placing fill.

B. Fill used below the parking and landscape areas shall be onsite soils encountered in the excavation or imported fill except grass, weeds, roots, vegetation and similar materials. The largest rock, particle or clod shall be less than 4 inches in diameter prior to compaction.

C. Care should be taken that utility cuts are not left open for extended periods and that cuts are properly backfilled. A positive cut-off of 1' thick compacted clay at the building line shall be used to help prevent water from migrating in the utility trench.

D. Before fill is placed under pavement or if subgrade is in an excavation, subgrade soils shall be scarified to a depth of 8" and recompacted between 93 and 98 percent of maximum dry density per ASTM D698 at a moisture content from +2 to +5 percent above optimum moisture content.

E. Fill below all pavement and landscaped areas shall be placed in 6 to 8 inch loose lifts and compacted to a minimum dry density of 95 percent of the standard proctor density (ASTM D698) under pavement and 90 percent elsewhere. The moisture content shall be between -1 and +3 percent above optimum.

F. Compaction shall be obtained by use of sheeps foot rollers, rubber-tired rollers, or other approved equipment capable of obtaining the required density. In the event the embankment material is too wet or too dry for adequate compaction, the contractor shall add moisture or dry the material as required to the extent necessary to obtain the required density.

3.5 PAVEMENT SUBGRADE

A. Construct subgrades for paved areas to conform to the grades, lines and cross sections shown on the drawings and per the recommendations in the geotechnical report.

B After the pavement subgrades have been shaped and compacted, bring the surface to a firm, unyielding surface by rolling the entire area with an approved vibratory roller. Compact all areas inaccessible to the roller with hand tampers weighing not less than 50 pounds, and with face area not more than 100-square-inches. Unless the material at the time of the rolling contains sufficient moisture to insure proper compaction, add water as directed before compacting. Allow the material containing excess moisture to dry to the proper consistency and moisture content before being compacted.

3.6 MOISTURE CONTROL

A. Where soil material must be moisture conditioned before compaction, uniformly apply required amount of water to surface of soil material in such manner as to prevent free water appearing on surface during, or subsequent to, compaction operations.

B. Remove and replace, or scarify and air dry soil material that is too wet to permit compaction to specified percentage of maximum density.

C. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread on surface where directed by owner's representative and permitted to dry. Assist drying by discing, harrowing or pulverizing until moisture-density relation tests fall within the herein-specified range.

3.7 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction

1. Testing laboratory services shall be in accordance with section 01410.
2. Allow owner's testing service to inspect and approve subgrades and fill layers before further construction work is performed. In the building areas, there will be at least 1 density test per 2500 square feet per lift with a minimum of 3. In the pavement areas there will be at least 1 density test per 5000 square feet per lift with a minimum of 3.
3. If, in the opinion of the owner, based on testing service and inspection, the subgrade or fills which have been placed are below the specified density, the contractor shall provide additional compaction and testing at no additional expense to the owner.
4. The results of density tests which may be selected will be considered satisfactory when they are in each instance equal to or greater than the specified density, and if not more than 1 density test out of 5 has a value greater than 2% below the required density.

3.8 MAINTENANCE

A. Protection of Graded Areas

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded, and rutted areas to the specified tolerances.

B. Reconditioning Compacted Areas

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction. Use hand tamping for recompaction over underground utilities.

3.8 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove all excess excavation, trash, debris and waste materials, and legally dispose of off the owner's property, at no additional cost.

END OF SECTION

Section 02221

REMOVING EXISTING PAVEMENTS AND STRUCTURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Removing concrete pavement, asphaltic concrete pavement, and base courses.

B. Removing concrete curbs, concrete curbs and gutters, sidewalks and driveways.

C. Removing pipe culverts and storm sewers.

D. Removing existing inlets and manholes.

E. Removing miscellaneous structures of concrete or masonry.

F. Removing irrigation concrete pipe, stand pipes, valves and related irrigation structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No Separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REGULATORY REQUIREMENTS

A. Conform to Section 01576 – Waste Material Disposal, applicable codes, and local laws for disposal of debris.

B. Coordinate clearing work with utility companies.

1.04 SUBMITTALS

A. Conform to the requirements of Section 01330 – Submittal Procedures.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Obtain advance approval from Resident Project Representative for dimensions and limits of removal work. Submit preconstruction photographs in accordance with the applicable portions of Section 01321 – Construction Photographs.

B. Locate and identify buried utilities. Identification shall be by flagging and offset staking.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Adjacent public and private property.

2. Trees, plants, and other landscape features designated to remain.

3. Utilities designated to remain.

4. Benchmarks, monuments, and existing structures designated to remain.

3.03 REMOVALS

A. Remove pavement and structures by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.

B. Minimize amount of earth loaded during removal operations.

C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut to a minimum depth of 2-inches.

D. Where street and driveway saw cut locations coincide or fall within 3-feet of existing construction or expansion joints, break out to existing joints.

E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.

F. Where existing end of pipe culvert or end of sewer is to remain, install and 8-in-thick masonry plug in pipe end prior to backfill.

G. Remove all irrigation structure that are to be abandoned as per the construction plans, all underground pipes and appurtenances shall be removed and the disturbed soils shall be replaced and compact to a minimum of 85% density to the elevation equal to the surrounding natural ground.

3.04 BACKFILL

A. Backfill of removal areas shall be in accordance with requirements of Section 02316 – Excavation and Backfill of Structures.

3.05 DISPOSAL

A. Disposal shall in accordance with requirements of Section 01576 – Waste Material Disposal.

B. Remove debris, rubbish, and extracted plant material from the site in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

Section 02317

EXCAVATION AND BACKFILL FOR UTILITIES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Excavation, trenching, foundation, embedment, and backfill for installation of utilities, including manholes and other pipeline structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No additional payment will be made for trench excavation, embedment and backfill under this Section. Include cost in the unit price for installed underground piping, sewer, conduit, or duct work.

2. No separate or additional payment will be made for surface water control, ground water control, or for excavation drainage. Include in the unit price for the installed piping, sewer, conduit, or duct work.

3. Concrete Encasement shall be measured and paid for by cubic yard, complete in place. Measurement shall be to the neat lines shown on the plans.

4. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Pipe Foundation: Suitable and stable native soils that are exposed at the trench subgrade after excavation to depth of bottom of the bedding as shown on the Drawings, or foundation backfill material placed and compacted in over-excavations.

B. Pipe Bedding: The portion of trench backfill that extends vertically from top of foundation up to a level line at bottom of pipe, and horizontally from one trench sidewall to opposite sidewall.

C. Haunching: The material placed on either side of pipe from top of bedding up to springline of pipe and horizontally from one trench sidewall to opposite sidewall.

D. Initial Backfill: The portion of trench backfill that extends vertically from springline of pipe (top of haunching) up to a level line 12 inches above top of pipe, and horizontally from one trench sidewall to opposite sidewall.

E. Pipe Embedment: The portion of trench backfill that consists of bedding, haunching and initial backfill.

F. Trench Zone: The portion of trench backfill that extends vertically from top of pipe embedment up to pavement subgrade or up to final grade when not beneath pavement.

G. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

H. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement are considered suitable, unless otherwise indicated.

I. Backfill: Suitable material meeting specified quality requirements, placed and compacted under controlled conditions.

J. Ground Water Control Systems: Installations external to trench, such as well points, eductors, or deep wells. Ground water control includes dewatering to lower ground water, intercepting seepage which would otherwise emerge from side or bottom of trench excavation, and depressurization to prevent failure or heaving of excavation bottom. Refer to Section 01578 - Control of Ground Water and Surface Water.

K. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from trench excavation. Rain water and surface water accidentally entering trench shall be controlled and removed as a part of excavation drainage.

L. Excavation Drainage: Removal of surface and seepage water in trench by sump pumping and using a drainage layer, as defined in ASTM D 2321, placed on the foundation beneath pipe bedding or thickened bedding layer of Class I material.

M. Trench Conditions are defined with regard to the stability of trench bottom and trench walls of pipe embedment zone. Maintain trench conditions that provide for effective placement and compaction of embedment material directly on or against undisturbed soils or foundation backfill, except where structural trench support is necessary.

1. Dry Stable Trench: Stable and substantially dry trench conditions exist in pipe embedment zone as a result of typically dry soils or achieved by ground water control (dewatering or depressurization) for trenches extending below ground water level.

2. Stable Trench with Seepage: Stable trench in which ground water seepage is controlled by excavation drainage.

   a. Stable Trench with Seepage in Clayey Soils: Excavation drainage is provided in lieu of or to supplement ground water control systems to control seepage and provide stable trench subgrade in predominately clayey soils prior to bedding placement.

   b. Stable Wet Trench in Sandy Soils: Excavation drainage is provided in the embedment zone in combination with ground water control in predominately sandy or silty soils.

3. Unstable Trench: Unstable trench conditions exist in the pipe embedment zone if ground water inflow or high water content causes soil disturbances, such as sloughing, sliding, boiling, heaving or loss of density.

N. Subtrench: Subtrench is a special case of benched excavation. Subtrench excavation below trench shields or shoring installations may be used to allow placement and compaction of foundation or embedment materials directly against undisturbed soils. Depth of a subtrench depends upon trench stability and safety as determined by the Contractor.

O. Trench Dam: A placement of low permeability material in pipe embedment zone or foundation to prohibit ground water flow along the trench.

P. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below top of foundation as shown on Drawings, and backfilled with foundation backfill material.

Q. Foundation Backfill Materials: Natural soil or manufactured aggregate of controlled gradation, and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill to provide stable support for bedding. Foundation backfill materials may include concrete seal slabs.

R. Trench Safety Systems include both protective systems and shoring systems as defined in Section 01561 - Trench Safety Systems.

1. Trench Shield (Trench Box): A portable worker safety structure moved along the trench as work proceeds, used as a protective system and designed to withstand forces imposed on it by cave-in, thereby protecting persons within the trench. Trench shields may be stacked if so designed or placed in a series depending on depth and length of excavation to be protected.

2. Shoring System: A structure that supports sides of an excavation to maintain stable soil conditions and prevent cave-ins, or to prevent movement of the ground affecting adjacent installations or improvements.

3. Special Shoring: A shoring system meeting special shoring as specified in Paragraph 1.08, Special Shoring Design Requirements, for locations identified on the Drawings.

1.04 REFERENCES

A. ASTM C 12 - Standard Practice for Installing Vitrified Clay Pipe Lines.

B. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

C. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in. (304.8-mm) Drop.

D. ASTM D 1556 - Test Method for Density in Place by the Sand-Cone Method.

E. ASTM D 2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications.

F. ASTM D 2487 - Classification of Soils for Engineering Purposes.

G. ASTM D 2922 - Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

H. ASTM D 3017 - Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

I. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

J. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

K. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

L. Code of Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SCHEDULING

A. Schedule work so that pipe embedment can be completed on the same day that acceptable foundation has been achieved for each section of pipe installation, manhole, or other structures.

1.06 SUBMITTALS

A. Conform to Section 01330 - Submittal Procedures.

B. Submit a written description for information only of the planned typical method of excavation, backfill placement and compaction, including:

1. Sequence of work and coordination of activities.

2. Selected trench widths.

3. Procedures for foundation and embedment placement, and compaction.

C. Submit a ground and surface water control plan in accordance with requirements in this Section and Section 01578 - Control of Ground Water and Surface Water.

D. Submit backfill material sources and product quality information in accordance with requirements of Section 02320 - Utility Backfill Materials.

E. Submit a trench excavation safety program in accordance with requirements of Section 01561 - Trench Safety System. Include designs for special shoring meeting the requirements defined in Paragraph 1.08, Special Shoring Design Requirements.

F. Submit record of location of utilities as installed, referenced to survey control points. Include locations of utilities encountered or rerouted. Give stations, horizontal dimensions, elevations, inverts, and gradients.

1.07 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory in accordance with requirements of Section 01454 - Testing Laboratory Services and as specified in this Section.

B. Perform backfill material source qualification testing in accordance with requirements of Section 02320- Utility Backfill Materials.

1.08 SPECIAL SHORING DESIGN REQUIREMENTS

A. Have special shoring designed or selected by the Contractor's Professional Engineer to provide support for the sides of the excavations, including soils and hydrostatic ground water pressures as applicable, and to prevent ground movements affecting adjacent installations or improvements such as structures, pavements and utilities. Special shoring may be a pre-manufactured system selected by the Contractor’s Professional Engineer to meet the project site requirements based on the manufacturer’s standard design.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with hydraulic excavator or other equipment suitable for achieving the requirements of this Section.

B. Use only hand-operated tamping equipment until a minimum cover of 12 inches is obtained over pipes, conduits, and ducts. Do not use heavy compacting equipment until adequate cover is attained to prevent damage to pipes, conduits, or ducts.

C. Use trench shields or other protective systems or shoring systems which are designed and operated to achieve placement and compaction of backfill directly against undisturbed native soil.

D. Use special shoring systems where required which may consist of braced sheeting, braced soldier piles and lagging, slide rail systems, or other systems meeting requirements as specified in Paragraph 1.09, Shoring Design Requirements.

2.02 MATERIAL CLASSIFICATIONS

A. Embedment and Trench Zone Backfill Materials: Conform to classifications and product descriptions of Section 02320 - Utility Backfill Materials.

B. Concrete Encasement and Backfill: Conform to requirements for Class B concrete as specified in Section 03315 - Concrete for Utility Construction.

C. Geotextile (Filter Fabric): Conform to requirements of Section 02621- Geotextile.

D. Concrete for Trench Dams: Concrete backfill or 3 sack premixed (bag) concrete.

E. Timber Shoring Left in Place: Untreated oak.

PART 3 E X E C U T I O N

3.01 STANDARD PRACTICE

A. Install flexible pipe, including "semi-rigid" pipe, to conform to standard practice described in ASTM D 2321, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs.

B. Install rigid pipe to conform with standard practice described in ASTM C 12, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs.

3.02 PREPARATION

A. Establish traffic control to conform with requirements of Section 01555 - Traffic Control and Regulation. Maintain barricades and warning lights for streets and intersections affected by the Work, and is considered hazardous to traffic movements.

B. Perform work to conform with applicable safety standards and regulations. Employ a trench safety system as specified in Section 01561 - Trench Safety Systems.

C. Immediately notify the agency or company owning any existing utility line which is damaged, broken, or disturbed. Obtain approval from the Resident Project Representative and agency for any repairs or relocations, either temporary or permanent.

D. Remove existing pavements and structures, including sidewalks and driveways, to conform with requirements of Section 02221 - Removing Existing Pavements and Structures, as applicable.

E. Install and operate necessary dewatering and surface water control measures to conform with Section 01578 - Control of Ground Water and Surface Water.

F. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed in writing, replace those which are damaged or destroyed in accordance with Section 01725 - Field Surveying.

3.03 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings, and in accordance with requirements of Section 01562 - Tree and Plant Protection.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.

D. Take measures to minimize erosion of trenches. Do not allow water to pond in trenches. Where slides, washouts, settlements, or areas with loss of density or pavement failures or potholes occur, repair, recompact, and pave those areas at no additional cost to Owner.

3.04 EXCAVATION

A. Except as otherwise specified or shown on the Drawings, install underground utilities in open cut trenches with vertical sides. Open cut excavation does not include the use of explosives or headache balls. The use of explosives or headache balls is prohibited.

B. Perform excavation work so that pipe, conduit, and ducts can be installed to depths and alignments shown on the Drawings. Avoid disturbing surrounding ground and existing facilities and improvements.

C. Determine trench excavation widths using the following schedule as related to pipe outside diameter (O.D.). Maximum trench width shall be the minimum trench width plus 24 inches.

Nominal Pipe Size, Inches	Minimum Trench Width, Inches
Less than 18	O.D. + 18
18 to 30	O.D. + 24
Greater than 30	O.D. + 36

D. Use sufficient trench width or benches above the embedment zone for installation of well point headers or manifolds and pumps where depth of trench makes it uneconomical or impractical to pump from the surface elevation. Provide sufficient space between shoring cross braces to permit equipment operations and handling of forms, pipe, embedment and backfill, and other materials.

E. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify the Resident Project Representative and obtain instructions before proceeding.

F. Shoring of Trench Walls.

1. Install Special Shoring in advance of trench excavation or simultaneously with the trench excavation, so that the soils within the full height of the trench excavation walls will remain laterally supported at all times.

2. For all types of shoring, support trench walls in the pipe embedment zone throughout the installation. Provide trench wall supports sufficiently tight to prevent washing the trench wall soil out from behind the trench wall support.

3. Unless otherwise directed by the Engineer, leave sheeting driven into or below the pipe embedment zone in place to preclude loss of support of foundation and embedment materials. Leave rangers, walers, and braces in place as long as required to support sheeting, which has been cut off, and the trench wall in the vicinity of the pipe zone.

4. Employ special methods for maintaining the integrity of embedment or foundation material. Before moving supports, place and compact embedment to sufficient depths to provide protection of pipe and stability of trench walls. As supports are moved, finish placing and compacting embedment.

5. If sheeting or other shoring is used below top of the pipe embedment zone, do not disturb pipe foundation and embedment materials by subsequent removal. Maximum thickness of removable sheeting extending into the embedment zone shall be the equivalent of a 1-inch-thick steel plate. Fill voids left on removal of supports with compacted backfill material.

G. Use of Trench Shields. When a trench shield (trench box) is used as a worker safety device, the following requirements apply:

1. Make trench excavations of sufficient width to allow shield to be lifted or pulled freely, without damage to the trench sidewalls.

2. Move trench shields so that pipe, and backfill materials, after placement and compaction, are not damaged nor disturbed, nor the degree of compaction reduced.

3. When required, place, spread, and compact pipe foundation and bedding materials beneath the shield. For backfill above bedding, lift the shield as each layer of backfill is placed and spread. Place and compact backfill materials against undisturbed trench walls and foundation.

4. Maintain trench shield in position to allow sampling and testing to be performed in a safe manner.

3.05 HANDLING EXCAVATED MATERIALS

A. Use only excavated materials which are suitable as defined in this Section and conforming with Section 02320 - Utility Backfill Materials. Place material suitable for backfilling in stockpiles at a distance from the trench to prevent slides or cave-ins.

B. When required, provide additional backfill material conforming with requirements of Section 02320 - Utility Backfill Materials.

C. Do not place stockpiles of excess excavated materials on streets and adjacent properties. Protect excess stockpiles for use on site. Maintain site conditions in accordance with Section 01504 - Temporary Facilities and Controls.

3.06 GROUND WATER CONTROL

A. Implement ground water control according to Section 01578 - Control of Ground Water and Surface Water. Provide a stable trench to allow installation in accordance with the Specifications.

3.07 TRENCH FOUNDATION

A. Excavate bottom of trench to uniform grade to achieve stable trench conditions and satisfactory compaction of foundation or bedding materials.

B. Place trench dams in Class I foundations in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

3.08 PIPE EMBEDMENT, PLACEMENT, AND COMPACTION

A. Immediately prior to placement of embedment materials, the bottoms and sidewalls of trenches shall be free of loose, sloughing, caving, or otherwise unsuitable soil.

B. Place embedment including bedding, haunching, and initial backfill as shown on Drawings.

C. For pipe installation, manually spread embedment materials around the pipe to provide uniform bearing and side support when compacted. Do not allow materials to free-fall from heights greater than 24 inches above top of pipe. Perform placement and compaction directly against the undisturbed soils in the trench sidewalls, or against sheeting which is to remain in place.

D. Do not place trench shields or shoring within height of the embedment zone unless means to maintain the density of compacted embedment material are used. If moveable supports are used in embedment zone, lift the supports incrementally to allow placement and compaction of the material against undisturbed soil.

E. Place geotextile to prevent particle migration from the in-situ soil into open-graded (Class I) embedment materials or drainage layers.

F. Do not damage coatings or wrappings of pipes during backfilling and compacting operations. When embedding coated or wrapped pipes, do not use crushed stone or other sharp, angular aggregates.

G. Place haunching material manually around the pipe and compact it to provide uniform bearing and side support. If necessary, hold small-diameter or lightweight pipe in place during compaction of haunch areas and placement beside the pipe with sand bags or other suitable means.

H. Place electrical conduit, if used, directly on foundation without bedding.

I. Shovel in-place and compact embedment material using pneumatic tampers in restricted areas, and vibratory-plate compactors or engine-powered jumping jacks in unrestricted areas. Compact each lift before proceeding with placement of next lift. Neither water tamping nor jetting are allowed.

J. For water line construction embedment, use bank run sand, concrete sand, gem sand, pea gravel, or crushed limestone as specified in Section 02320 - Utility Backfill Material.

K. Place trench dams in Class I embedments in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

L. The Contractor shall provide whatever means and materials are required to prevent pipe flotation at no separate pay.

3.09 TRENCH ZONE BACKFILL PLACEMENT AND COMPACTION

A. Place backfill for pipe or conduits and restore surface as soon as practicable. Leave only the minimum length of trench open as necessary for construction.

B. Where damage to completed pipe installation work is likely to result from withdrawal of sheeting, leave the sheeting in place. Cut off sheeting 1.5 feet or more above the crown of the pipe. Remove trench supports within 5 feet from the ground surface.

C. When shown on Drawings, a random backfill of suitable material may be used in trench zone for trench excavations outside pavements.

D. Place trench zone backfill in lifts and compact by methods selected by the Contractor. Fully compact each lift before placement of the next lift.

1. Bank run sand.

   a. Maximum 9-inches compacted lift thickness.

   b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.

   c. Moisture content within 3 percent of optimum determined according to ASTM D 698

2. Cement-stabilized sand.

   a. Maximum lift thickness determined by Contractor to achieve uniform placement and required compaction, but not exceeding 24 inches.

   b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 558.

   c. Moisture content on the dry side of optimum determined according to ASTM D 558 but sufficient for cement hydration.

3. Select fill.

   a. Maximum 6-inches compacted lift thickness.

   b. Compaction by equipment providing tamping or kneading impact to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.

   c. Moisture content within 2 percent of optimum determined according to ASTM D 698.

E. For trench excavations outside pavements, a random backfill of suitable material may be used in the trench zone.

1. Fat clays (CH) may be used as trench zone backfill outside paved areas at the Contractor's option. If the required density is not achieved, the Contractor, at his option and at no additional cost to the Owner, may use lime stabilization to achieve compaction requirements or use a different suitable material.

2. Maximum 9-inch compacted lift thickness for clayey soils and maximum 12-inch lift thickness for granular soils.

3. Compact to a minimum of 90 percent of the maximum dry density determined according to ASTM D 698.

4. Moisture content as necessary to achieve density.

F. Concrete encasement shall be placed at locations shown on the drawings and as directed by the Resident Project Representative.

G. For electric conduits, remove form work used for construction of conduits before placing trench zone backfill.

3.10 MANHOLES, JUNCTION BOXES, AND OTHER PIPELINE STRUCTURES

A. Meet the requirements of adjoining utility installations for backfill of pipeline structures, as shown on the Drawings.

3.11 FIELD QUALITY CONTROL

A. Test for material source qualifications as defined in Section 02320 - Utility Backfill Materials.

B. Provide excavation and trench safety systems at locations and to depths required for testing and retesting during construction at no additional cost to Owner.

C. Tests will be performed on a minimum of three different samples of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.

D. At least three tests for moisture-density relationships will be performed initially for backfill materials in accordance with ASTM D 698, and for cement- stabilized sand in accordance with ASTM D 558. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.

E. In-place density tests of compacted pipe foundation, embedment and trench zone backfill soil materials will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions.

1. A minimum of one test for every 100 Linear feet of trench of compacted embedment and compacted trench zone backfill material.

2. A minimum of three density tests for each full shift of Work.

3. Density tests will be distributed among the placement areas. Placement areas are: foundation, bedding, haunching, initial backfill and trench zone.

4. The number of tests will be increased if inspection determines that soil type or moisture content are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density, as specified.

5. Density tests may be performed at various depths below the fill surface by pit excavation. Material in previously placed lifts may therefore be subject to acceptance/rejection.

6. Two verification tests will be performed adjacent to in-place tests showing density less than the acceptance criteria. Placement will be rejected unless both verification tests show acceptable results.

7. Recompacted placement will be retested at the same frequency as the first test series, including verification tests.

F. Recondition, recompact, and retest at Contractor's expense if tests indicate Work does not meet specified compaction requirements. For hardened soil cement with non-conforming density, core and test for compressive strength at Contractor's expense.

G. Acceptability of crushed rock compaction will be determined by inspection.

3.12 DISPOSAL OF EXCESS MATERIAL

A. Dispose of excess materials in accordance with requirements of Section 01576 - Waste Material Disposal

END OF SECTION

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Section 02320

UTILITY BACKFILL MATERIALS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Material Classifications.

B. Utility Backfill Materials:
- Concrete sand
- Gem sand
- Pea gravel
- Crushed stone
- Crushed concrete
- Bank run sand
- Select backfill
- Random backfill

C. Material Handling and Quality Control Requirements.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for backfill material under this Section. Include payment in unit price for applicable utility installation.

2. Payment for backfill material, when included as a separate pay item, is on a cubic yard basis for material placed and compacted within theoretical trench width limits and thickness of material according to Drawings.

3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to the required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, or stones greater than 4 inches in any dimension; debris, vegetation, and waste; or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material: Suitable soil materials are the following:

1. Those meeting specification requirements.

2. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement.

C. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I A requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

D. Foundation Base: Crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.

E. Backfill Material: Classified soil material meeting specified quality requirements for the designated application as embedment or trench zone backfill.

F. Embedment Material: Soil material placed under controlled conditions within the embedment zone extending vertically upward from top of foundation to an elevation 12 inches above top of pipe, and including pipe bedding, haunching, and initial backfill.

G. Trench Zone Backfill: Classified soil material meeting specified quality requirements and placed under controlled conditions in the trench zone from top of embedment zone to base course in paved areas or to the surface grading material in unpaved areas.

H. Foundation: Either suitable soil of the trench bottom, or material placed as backfill of over-excavation for removal and replacement of unsuitable or otherwise unstable soils.

I. Source: A source selected by the Contractor for supply of embedment or trench zone backfill material. A selected source may be the project excavation, off-site borrow pits, commercial borrow pits, or sand and aggregate production or manufacturing plants.

J. Refer to Section 02317 - Excavation and Backfill for Utilities for other definitions regarding utility installation by trench construction.

1.04 REFERENCES

A. ASTM C 33 - Specification for Concrete Aggregate.

B. ASTM C 40 - Test Method for Organic Impurities in Fine Aggregates for Concrete.

C. ASTM C 123 - Test Method for Lightweight Pieces in Aggregate.

D. ASTM C 131 - Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

E. ASTM C 136 - Test Method for Sieve Analysis of Fine and Coarse Aggregates.

F. ASTM C 142 - Test Method for Clay Lumps and Friable Particles in Aggregates.

G. ASTM D 1140 - Test Method for Amount of Materials in Soils Finer Than No. 200 Sieve.

H. ASTM D 2487 - Classification of Soils for Engineering Purposes (Unified Soil Classification System).

I. ASTM D 2488 - Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).

J. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

K. ASTM D 4643 - Method for Determination of Water (Moisture) Content of Soil by the Microwave Oven Method.

L. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

M. TxDOT Tex-104-E - Test Method for Determination of Liquid Limit of Soils (Part 1)

N. TxDOT Tex-106-E - Test Method - Methods of Calculating Plasticity Index of Soils.

O. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit a description of source, material classification and product description, production method, and application of backfill materials.

C. Submit test results for samples of off-site backfill materials to comply with Paragraph 2.03, Materials Testing.

D. Before stockpiling materials, submit a copy of temporary easement or approval from landowner for stockpiling backfill material on private property.

E. For each delivery of material, provide a delivery ticket which includes source location.

1.06 TESTS

A. Perform tests of sources for backfill material in accordance with Paragraph 2.03.

B. Verification tests of backfill materials may be performed by the Owner in accordance with Section 01454 - Testing Laboratory Services and in accordance with Paragraph 3.03.

C. Random fill obtained from the project excavation as source is exempt from pre-qualification requirements by Contractor but must be inspected by Owner's testing lab for unacceptable materials based on ASTM D 2488.

PART 2 P R O D U C T S

2.01 MATERIAL CLASSIFICATIONS

A. Materials for backfill shall be classified for the purpose of quality control in accordance with the Unified Soil Classification Symbols as defined in ASTM D 2487. Material use and application is defined in utility installation specifications and Drawings either by class, as described in Paragraph 2.01B, or by product descriptions, as given in Paragraph 2.02.

B. Class Designations Based on Laboratory Testing:

1. Class IA. Class IA materials shall be manufactured aggregates with an open graduation. Materials shall consist of angular, crushed stone or rock, or crushed gravel. Class IA

embedment material shall have a large void content and contain little or no fines. 100% of the material shall pass a 1 ½ " sieve, up to 10% shall pass a No. 4 sieve, and no more than 5% shall pass a No. 200 sieve. Class IA materials used for foundation, replacement of over-excavation, or in the pipe embedment zone shall be wrapped in one layer of geotextile filter cloth when groundwater is present in the excavated trench and the trench walls in the pipe embedment zone are composed of fine granular soils. Filter cloth shall be Poly-Filter GB, Nicolon 70/20, or Nicolon 40/30A.

2. Class IB. Class IB materials shall be manufactured / processed aggregates with a dense graduation. Materials shall consist of angular, crushed stone (or other Class IA materials) and stone/sand mixtures and contain little or no fines. 100% of the material shall pass a 1 ½ " sieve, up to 50% shall pass a No. 4 sieve, and no more than 5% shall pass a No. 200 sieve.

3. Class II. Class II materials shall be clean, coarse-grained soils classified as GW, GP, SW, or SP soil groups under ASTM D 2487 or coarse-grained soils which are borderline clean to with fines classified as GW-GC or SP-SM under ASTM D 2487. 100% of the GW, GP, SW, SP, GW-CC, and SP-SM soils shall pass a 1 ½ " sieve. Up to 50% of the GW and GP coarse fraction (material retained on a No. 200 sieve) shall pass a No. 4 sieve. Up to 5% of the GW, GP, SW, and SP soils shall pass a No. 200 sieve. Between 5% and 12% of the GW-CC and SP-SM soils shall pass a No. 200 sieve.

4. Class III. Class III materials shall be coarse-grained soils with fines. The soils shall be classified as GM, GC, SM, or SC soil groups under ASTM D 2487. 100% of the GM, GC, SM, and SC soils shall pass a 1 ½ " sieve. Up to 50% of the GM and GC coarse fractions (material retained on a No. 200 sieve) shall pass a No. 4 sieve. At least 50% of the SM and SC coarse fractions shall pass a No. 4 sieve. Between 12% and 50% of the GM, GC, SM, and SC soils shall pass a No. 200 sieve.

2.02 PRODUCT DESCRIPTIONS

A. Soils classified as silt (ML), elastic silt (MH), organic clay and organic silt (OL, OH), and organic matter (PT) are not acceptable as backfill materials. These soils may be used for site grading and restoration in unimproved areas as approved by the Resident Project Representative. Soils in Class IVB, fat clay (CH) may be used as backfill materials where allowed by the applicable backfill installation specification. Refer to Section 02316 - Excavation and Backfill for Structures and Section 02317 - Excavation and Backfill for Utilities.

B. Provide backfill material that is free of stones greater than 6 inches, free of roots, waste, debris, trash, organic material, unstable material, non-soil matter, hydrocarbon or other contamination, conforming to the following limits for deleterious materials:

1. Clay lumps: Less than 0.5 percent for Class I, and less than 2.0 percent for Class II, when tested in accordance with ASTM C 142.

2. Lightweight pieces: Less than 5 percent when tested in accordance with ASTM C 123.

3. Organic impurities: No color darker than standard color when tested in accordance with ASTM C 40.

C. Manufactured materials, such as crushed concrete, may be substituted for natural soil or rock products where indicated in the product specification, and approved by Engineer, provided that the physical property criteria are determined to be satisfactory by testing.

D. Bank Run Sand: Durable bank run sand classified as SP, SW, or SM by the Unified Soil Classification System (ASTM D 2487) meeting the following requirements:

1. Less than 15 percent passing the number 200 sieve when tested in accordance with ASTM D 1140. The amount of clay lumps or balls not exceeding 2 percent.

2. Material passing the number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318:

   a. Liquid limit: not exceeding 25 percent.

   b. Plasticity index: not exceeding 7.

E. Concrete Sand: Natural sand, manufactured sand, or a combination of natural and manufactured sand conforming to the requirements of ASTM C 33 and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
3/8"	100
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

F. Gem Sand: Sand conforming to the requirements of ASTM C 33 for course aggregates specified for number 8 size and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
3/8"	95 to 100
No. 4	60 to 80
No. 8	15 to 40

G. Pea Gravel: Durable particles composed of small, smooth, rounded stones or pebbles and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
1/2”	100
3/8”	85 to100
No. 4	10 to 30
No. 8	0 to 10
No.16	0 to 5

H. Crushed Aggregates: Crushed aggregates consist of durable particles obtained from an approved source and meeting the following requirements:

1. Materials of one product delivered for the same construction activity from a single source.

2. Non-plastic fines.

3. Los Angeles abrasion test wear not exceeding 45 percent when tested in accordance with ASTM C 131.

4. Crushed aggregate shall have a minimum of 90 percent of the particles retained on the No. 4 sieve with 2 or more crushed faces as determined by Test Method Tex-460-A, Part I.

5. Crushed stone: Produced from oversize plant processed stone or gravel, sized by crushing to predominantly angular particles from a naturally occurring single source. Uncrushed gravel are not acceptable materials for embedment where crushed stone is shown on the applicable utility embedment drawing details.

6. Crushed Concrete: Crushed concrete is an acceptable substitute for crushed stone as utility backfill. Gradation and quality control test requirements are the same as crushed stone. Provide crushed concrete produced from normal weight concrete of uniform quality; containing particles of aggregate and cement material, free from other substances such as asphalt, reinforcing steel fragments, soil, waste gypsum (calcium sulfate), or debris.

7. Gradations, as determined in accordance with Tex-110-E.

Sieve	Percent Passing by Weight for Pipe Embedment by Ranges of Nominal Pipes Sizes		
	>15"	15" - 8"	<8"
1"	95 - 100	100	-
3/4"	60 - 90	90 - 100	100
1/2"	25 - 60	-	90 - 100
3/8"	-	20 - 55	40 - 70
No. 4	0 - 5	0 - 10	0 - 15
No. 8	-	0 - 5	0 - 5

I. Select Backfill: Class III clayey gravel or sand or Class IV lean clay with a plasticity index between 7 and 20.

J. Random Backfill: Any suitable soil or mixture of soils within Classes I, II, III and IV; or fat clay (CH) where allowed by the applicable backfill installation specification. Refer to Section 02316 - Excavation and Backfill for Structures and Section 02317 - Excavation and Backfill for Utilities.

K. Cement Stabilized Sand: Conform to requirements of Section 02321 - Cement Stabilized Sand.

L. Concrete Backfill: Conform to Class B concrete as specified in Section 03315 - Concrete for Utility Construction.

2.03 MATERIALS TESTING

A. Ensure that material selected, produced and delivered to the project meets applicable specifications and is of sufficient uniform properties to allow practical construction and quality control.

B. Source or Supplier Qualification. Perform testing, or obtain representative tests by suppliers, for selection of material sources and products. Provide test results for a minimum of three samples for each source and material type. Tests samples of processed materials from current production representing material to be delivered. Tests shall verify that the materials meet specification requirements. Repeat qualification test procedures each time the source characteristic changes or there is a planned change in source location or supplier. Qualification tests shall include, as applicable:

1. Gradation. Complete sieve analyses shall be reported regardless of the specified control sieves. The range of sieves shall be from the largest particle through the No. 200 sieve.

2. Plasticity of material passing the No. 40 sieve.

3. Los Angeles abrasion wear of material retained on the No. 4 sieve.

4. Clay lumps.

5. Lightweight pieces

6. Organic impurities

C. Production Testing. Provide reports to the Engineer from an independent testing laboratory that backfill materials to be placed in the Work meet applicable specification requirements.

D. Deliver material samples for verification testing to the site of the Work.

PART 3 E X E C U T I O N

3.01 SOURCES

A. Use of material encountered in the trench excavations is acceptable, provided applicable specification requirements are satisfied. If excavation material is not acceptable, provide from other approved source.

B. Identify off-site sources for backfill materials at least 14 days ahead of intended use and deliver samples for verification testing to the site of the Work.

C. Obtain approval for each material source by the Engineer before delivery is started. If sources previously approved do not produce uniform and satisfactory products, furnish materials from other approved sources. Materials may be subjected to inspection or additional verification testing after delivery. Materials which do not meet the requirements of the specifications will be rejected. Do not use material which, after approval, has become unsuitable for use due to segregation, mixing with other materials, or by contamination. Once a material is approved by the Engineer, expense for sampling and testing required to change to a different material will be credited to the Owner through a change order.

D. Bank run sand, select backfill, and random backfill, if available in the project excavation, may be obtained by selective excavation and acceptance testing. Obtain additional quantities of these materials and other materials required to complete the work from off-site sources.

E. The Owner does not represent or guarantee that any soil found in the excavation work will be suitable or acceptable as backfill material.

3.02 MATERIAL HANDLING

A. When backfill material is obtained from either a commercial or non-commercial borrow pit, open the pit to expose the vertical faces of the various strata for identification and selection of approved material to be used. Excavate the selected material by vertical cuts extending through the exposed strata to achieve uniformity in the product.

B. Establish temporary stockpile locations for practical material handling and control, and verification testing in advance of final placement. Obtain approval from landowner for storage of backfill material on adjacent private property.

C. When stockpiling backfill material near the project site, use appropriate covers to eliminate blowing of materials into adjacent areas and prevent runoff containing sediments from entering the drainage system.

D. Place stockpiles in layers to avoid segregation of processed materials. Load material by making successive vertical cuts through entire depth of stockpile.

3.03 FIELD QUALITY CONTROL

A. Quality Control

1. The Resident Project Representative may sample and test backfill at:

   a. Sources including borrow pits, production plants and Contractor's designated off-site stockpiles.

   b. On-site stockpiles.

   c. Materials placed in the Work.

2. The Resident Project Representative may resample material at any stage of work or location if changes in characteristics are apparent.

B. Production Verification Testing: The project testing laboratory will provide verification testing on backfill materials, as directed by the Resident Project Representative. Samples may be taken at the source or at the production plant, as applicable.

END OF SECTION

Section 02321

CEMENT STABILIZED SAND

1.0 G E N E R A L

1.01 SECTION INCLUDES

A Cement stabilized sand for backfill and bedding.

B References to Technical Specifications:

1. Section 01330 – Submittals
2. Section 02320 – Utility Backfill Materials
3. Section 01454 – Testing Laboratory Services

C Referenced Standards:

1. American Society for Testing and Materials (ASTM)

a. ASTM D 558, “Standard Test Methods for Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures”

b. ASTM D 1632, “Practice for Making and Curing Soil-Cement Compression and Flexure Test Specimens in the Laboratory”

c. ASTM D 1633, “Standard Test Method for Compressive Strength of Molded Soil-Cement Cylinders
”

d. ASTM C 150, “Standard Specification for Portland Cement”

e. ASTM C 33, “Standard Specification for Concrete Aggregates”

f. ASTM D 2487, “Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)”

g. ASTM C 142, “Standard Test Method for Clay Lumps and Friable Particles in Aggregates”

h. ASTM C 123, “Standard Test Method for Lightweight Particles in Aggregate”

i. ASTM C 40, “Standard Test Method for Organic Impurities in Fine Aggregates for Concrete”

j. ASTM C 4318, “Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils”

k. ASTM C 94, “Standard Specification for Ready-Mixed Concrete”

l. ASTM C 31, “Standard Practice for Making and Curing Concrete Test Specimens in the Field”

1.02 MEASUREMENT AND PAYMENT

A Unless indicated as an Extra Item, no separate payment will be made for cement stabilized sand under this Section. Include cost in Bid Items for applicable utility or structure installation.

B If use of cement stabilized sand is allowed, based on the Engineer's direction, and indicated in Section 00405 – Schedule of Unit Price work as an Extra Item, measurement will be on a per ton basis. A conversion between volumes calculated based on theoretical limits and total weight will be made based on a ratio of 1.64 tons per cubic yard.

1.03 SUBMITTALS

A Make Submittals required by this Section under the provisions of Section 01330 – Submittals.

B Submit material qualification and design mix tests to include:

1. Three series of tests of sand or fine aggregate material from the proposed source. Tests shall include procedures defined in this Section, 2.01 “Materials”.

2. Three moisture-density relationship tests prepared using the material qualified by the tests in this Section, 1.03B1. Blends of fine aggregate from crushed concrete and bank run sand shall be tested at the ratio to be used for the design mix testing.

3. Design mix report to meet the specifications of this Section, 1.04 “Design Requirements”. The design mix shall include compressive strength tests after 48-hours and 7 days curing.

1.04 DESIGN REQUIREMENTS

A Design sand-cement mixture to produce a minimum unconfined compressive strength of 100 pounds per square inch in 48 hours when compacted to a minimum 95 percent in accordance with ASTM D 558 and when cured in accordance with ASTM D 1632, and tested in accordance with ASTM D 1633. Mix shall contain a minimum of 1-1/2 sacks of cement per cubic yard. Compact mix with moisture content on the dry side of optimum.

2.0 P R O D U C T S

2.01 MATERIALS

A Cement shall be Type 1 Portland cement conforming to ASTM C 150.

B Sand shall be clean, durable, and meet grading requirements for fine aggregates of ASTM C 33 and the following requirements:

1. Classified as SW, SP or SM by the United Soil Classification System of ASTM D 2487.

2. Deleterious material content:

a. Clay lumps shall comprise less than 0.5 percent by ASTM C 142.

b. Lightweight pieces shall comprise less than 5.0 percent by ASTM C 123.

c. Organic impurities shall produce color no darker than the standard color by ASTM C 40 ASTM.

3. Plasticity index of 4 or less when tested in accordance with ASTM D 4318.

C Fine aggregate, manufactured from crushed concrete meeting the quality requirements for crushed rock material in Section 02320 - Utility Backfill Materials, may be used as a complete or partial substitute for Bank Sand. The blending ratio of fine aggregate from crushed concrete and Bank Sand shall be defined in the mix design report.

D Water shall be potable, free of oils, acids, alkalies, organic matter, or other deleterious substances, meeting requirements of ASTM C 94.

2.02 MIXING MATERIALS

A Thoroughly mix sand, cement and water in proportions of the mix design using a pugmill-type mixer. The plant shall be equipped with automatic weight controls to ensure correct mix proportions.

B Stamp batch ticket at plant with time of loading directly after mixing. Material not placed and compacted within 4 hours after mixing shall be rejected.

3.0 E X E C U T I O N

3.01 PLACEMENT AND COMPACTION

A Place sand-cement mixture in 8-inch-thick loose lifts and compact to a minimum of 95 percent of ASTM D 558, unless otherwise specified on Plans. The moisture content during compaction shall be on the dry side of optimum but sufficient for hydration. Perform and complete compaction of sand-cement mixture within 4 hours after addition of water to mix at the plant.

B Do not place or compact sand-cement mixture in standing or free water.

3.02 FIELD QUALITY CONTROL

A Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B Mixing plant inspections will be performed periodically. Material samples will be obtained and tested in accordance with this Section, 2.01 “Materials”, if there is evidence of change in material characteristic.

C One sample of cement stabilized sand shall be obtained for each 150 tons of material placed per day with no less than one sample per day of production. Random samples of delivered cement stabilized sand shall be taken in the field at point of delivery in accordance with

ASTM 3665. Obtain three individual samples of approximately 12 to 15 lb each from the first, middle, and last third of the truck and composite them into one sample for test purpose.

D Prepare and mold four specimens (for each sample obtained) in accordance with ASTM D558, Method A, without adjusting moisture content. Samples will be molded at approximately same time material is being used, but no later than 4 hours after water is added to mix.

E After molding, specimens will be removed from molds and cured in accordance with ASTM D 1632.

F Specimens will be tested for compressive strength in accordance with ASTM D 1633, Method A. Two specimens will be tested at 48 hours plus or minus 2 hours and two specimens will be tested at 7 days plus or minus 4 hours.

G A strength test will be average of strengths of two specimens molded from same sample of material and tested at same age. Average daily strength will be average of strengths of all specimens molded during one day's production and tested at same age.

H Precision and Bias: Test results shall meet recommended guideline for precision in ASTM D 1633 Section 9.

I Reporting: Test reports shall contain, as a minimum, the following information:

1. Supplier and plant number
2. Time material was batched
3. Time material was sampled
4. Test age (exact hours)
5. Average 48-hour strength
6. Average 7-day strength
7. Specification section number
8. Indication of compliance / non-compliance
9. Mixture identification
10. Truck and ticket numbers
11. The time of molding
12. Moisture content at time of molding
13. Required strength
14. Test method designations

15. Compressive strength data as required by ASTM D 1633

16. Supplier mixture identification

17. Specimen diameter and height, in.

18. Specimen cross-sectional area, sq. in.

J The cement content will be checked on samples obtained in the field whenever there are apparent changes in the mix properties.

3.03 ACCEPTANCE

A Strength level of material will be considered satisfactory if:
1. The average 48-hour strength is greater than 100 psi with no individual strength test below 70 psi.
2. All 7-day individual strength tests (average of two specimens) are greater than or equal to100 psi.

B Material will be considered deficient when 7-day individual strength test (average of two specimens) is less than 100 psi but greater than 70 psi. See Paragraph 3.04 Adjustment for Deficient Strength.

C The material will be considered unacceptable and subject to removal and replacement at Contractors expense when individual strength test (average of two specimens) has 7-day strength less than 70 psi

D When moving average of three daily 48-hour averages falls below 100 psi, discontinue shipment to project until plant is capable of producing material, which exceeds 100 psi at 48 hours. Five 48-hour strength tests shall be made in this determination with no individual strength tests less than 100 psi.

E Testing laboratory shall notify Contractor, Project Manager, and material supplier by facsimile of tests indicating results falling below specified strength requirements within 24 hours.

F If any strength test of laboratory cured specimens falls below the specified strength, Contractor may, at his own expense, request test of cores drilled from the area in question in accordance with ASTM C42. In such cases, three (3) cores shall be taken for each strength test that falls below the values given in 3.03.A.

G Cement stabilized sand in an area represented by core tests shall be considered satisfactory if the average of three (3) cores is equal to at least 100 psi and if no single core is less that 70 psi. Additional testing of cores extracted from locations represented by erratic core strength results will be permitted.

3.04 ADJUSTMENT FOR DEFICIENT STRENGTH

A When mixture produces 7-day compressive strength greater than or equal to 100 psi, then material will be considered satisfactory and bid price will be paid in full.

B When mixture produces 7-day compressive strength less than 100 psi and greater than or equal to 70 psi, material shall be accepted contingent on credit in payment Compute credit by the following formula:

$$\text{Credit per Cubic Yard} = \frac{\$30.00 \times 2\,(100 \text{ psi} - \text{Actual psi})}{100}$$

C When mixture produces 7-day compressive strength less than 70 pounds per square inch, then remove and replace cement-sand mixture and paving and other necessary work at no cost to City.

END OF SECTION

Section 02447

AUGERING PIPE FOR WATER LINES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Installing water pipe by augering.

B. Specifications identify requirements for both small-diameter (less than or equal to 20 inches) water mains and large-diameter (greater than 20 inches) water mains. When specifications for large-diameter water mains differ from those for small- diameter water mains, paragraphs for large-diameter mains will govern for large-diameter pipe.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Casing including carrier pipe installed by augering methods will be measured and paid for by the linear foot from end to end of the casing. Casing may be installed, at the Contractor's option, at locations other than shown on the Drawings, at no additional cost to the Owner.

2. Payment will include and be full compensation for labor, equipment, materials and supervision for construction of the water pipe, complete in place including disposal of excess materials, shoring, dewatering, utility adjustments, grouting, backfill, clean-up, and other related work necessary for construction as indicated on the Drawings and specified in this Section.

3. Cost for pits and other excavations shall be included in the unit price for augering.

4. Trench safety systems for pits are paid as specified in Section 01561 – Trench Safety Systems.

5. Refer to Section 01270 – Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Augering: Installation of steel casing by excavating soil at the advancing end of casing and transporting spoil through casing by an auger, while advancing casing by jacking at same rate as auger excavation progresses.

1.04 REFERENCE STANDARDS

A. American Railway Engineering Association (AREA) Manual for Railway Engineering.

B. American Association of State Highway and Transportation Officials (AASHTO).

C. AWWA C200 – Steel Water Pipe, 6-Inch and Larger.

1.05 REGULATORY REQUIREMENTS

A. Conform to Texas State Department of Highways and Public Transportation permit requirements for installations under state highways. Owner will obtain required permits for State Highway crossings.

B. Installations Under Railroads:

1. Secure and comply with requirements of right-of-entry for crossing railroad company's easement or right-of-way from railroad companies affected. Comply with railroad permit requirements. Owner will obtain required permits for railroad crossing.

2. No extra compensation for damages due to delays caused by the railroad requesting work to be done at hours which will not inconvenience the railroad.

1.06 SUBMITTALS

A. Make submittals in accordance with requirements of Section 01330 - Submittal Procedures.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Provide casing pipe which is straight, circular in section, painted, welded steel pipe, manufactured in accordance with AWWA C200. Minimum casing size shall be as shown on the Drawings. At Contractor's option, larger casing pipe may be used if approved by the Owner. Additional costs associated with use of larger casing pipe and spacers shall be borne by the Contractor.

B. Provide water pipe in accordance with Section 02511 – Water Mains.

C. Casing Spacers: As required by Drawings.

D. Casing End Seals: As required by Drawings.

PART 3 E X E C U T I O N

3.01 TRAFFIC CONTROL

A. Conform to applicable provisions of Section 01555 - Traffic Control and Regulation.

B. During construction operations, furnish, and maintain barricades and lights to safeguard traffic and pedestrians, until such time as backfill has been completed and removed from site.

3.02 LOCATION AND SIZE OF AUGER PITS

A. Where possible, locate auger pits and associated work areas to avoid blocking driveways and cross streets and to minimize disruption to business and commercial interests.

B. Provide adequate room to meet Contractor’s operational requirements. If the required working room extends beyond the Owner provided right-of-way or easement, acquire additional temporary easement as needed.

C. Provide a full cover or other security fencing for each access pit in which there is no construction activity or which is unattended by Contractor’s personnel.

D. Backfill in accordance with Section 02317 – Excavation and Backfill for Utilities.

E. Auger pits that are excavated and backfilled as part of open-cut water line construction shall be in accordance with Section 02316 – Excavation and Backfill for Structures and Section 02317 – Excavation and Backfill for Utilities.

F. Install sheeting, lining, shoring, and bracing required for protection of the workmen and the public in accordance with Section 01561 – Trench Safety Systems.

G. Provide groundwater control and drainage from pits while work is in progress and until pit is properly backfilled. Conform to requirements of Section 01578 – Control Groundwater and Surface Water.

3.03 AUGERING

A. Provide jacks, mounted on a frame or against a backstop, of a capacity suitable for forcing the excavating auger and casing through the soil conditions to be encountered. Operate jacks so that even pressure is applied to the casing.

B. Provide steerable front section of casing to allow grade adjustments. Provide a water level or other means to allow monitoring of the grade elevation of the auger casing.

C. Bentonite slurry may be used only to lubricate the casing during installation. The use of water to facilitate removal of spoil is prohibited. Water jetting for excavation of the soil is prohibited. Auger mechanically with use of a pilot hole entire length of crossing and check for line and grade on opposite end of bore from work pit. Place excavated material outside working pit and dispose of as specified.

D. Depending on the character of the soil encountered during the augering operation, conduct operations without interruption, insofar as practical, to prevent the hole from collapsing.

E. Tolerances from lines and grades shown on the Drawings for pipe installed in casing are plus or minus 6 inches in horizontal alignment, and plus or minus 1 ½ inches in elevation.

3.04 CASING ADVANCEMENT

A. Use heavy-duty jacks sized for forcing casing through embankment. Use appropriate jacking head and bracing between jacks and jacking head and jacking frame or backstop. Apply jacking pressure uniformly around ring casing and to direct it in proper line and grade. Place jacking assembly in line with direction and grade of casing. Remove embankment material just ahead of casing and pass material through casing. Force casing through embankment with jacks into excavated auger hole.

B. Removal of embankment may extend beyond end of casing depending on character of material, but shall not exceed 2 feet in any case. Decrease advance excavation if character of material being excavated makes it desirable to keep advance excavation closer to end of casing.

C. Jack casing from low or downstream end.

D. Use cutting edge of steel plate around head end of casing extending short distance beyond end of casing with inside angles or lugs to keep cutting edge from slipping back onto casing.

E. Once jacking of casing is begun, carry on without interruption, insofar as practicable, to prevent casing from becoming firmly set in embankment.

F. Remove and replace any casing damaged in jacking operations.

G. Grout annular space between casing and excavated hole when loss of embankment occurs or when clearance of 2 inches is exceeded. Refer to Section 02431 – Tunnel Grout.

3.05 DISPOSAL OF EXCESS MATERIAL

A. Remove and dispose of spoil from the job site in accordance with Section 01576 – Waste Material Disposal.

3.06 CARRIER PLACEMENT

A. Installation of carrier pipe shall begin no sooner than 24 hours after completion of casing installation.

B. Interior of casing shall be jetted and swabbed to remove as much remaining soil as practical.

C. Install spacers on carrier pipe in accordance with manufacturer's instructions and Drawings.

D. Install restraints at each joint of carrier pipe. Follow manufacturer's instructions.

E. Advance carrier pipe through casing in a fashion similar to casing advancement.

F. Seal annulus between casing and carrier as shown on the Drawings.

3.07 TESTING

A. Carrier pipes in casings shall be tested independently of other sections at the Work. Hydrostatic testing shall be in accordance with Section 02515 – Hydrostatic Testing of Pipelines. Testing shall be performed prior to backfilling of pits.

3.08 SETTLEMENT MONITORING

A. Monitor the ground surface elevation along the augering operation. Locate and record settlement monitoring points with respect to construction elevations. Record elevations to an accuracy of 0.01 feet for each monitoring point location. Establish monitoring points at locations and by methods that protect them from damage by construction operations, tampering, or other external influences. As a minimum, locate survey points as follows:

1. For road crossings: Centerline and each shoulder.

2. Railroads: Track subbase at centerline of each track.

3. Utilities and Pipelines: Directly above and 10 feet before and after the utility or pipeline intersection.

4. Long bores under improved areas such as pavements: Ground surface elevations must be recorded on the centerline ahead of augering operations at locations not to exceed 50 feet apart (including points located for roads, railroads, utilities, and pipelines), or at least three locations per augering drive.

B. Reading Frequency and Reporting. Take settlement survey readings:

1. Prior to the auger excavation reaching the point.

2. After the auger reaches the monitoring point in plan.

3. After grouting of the ground supporting pipe or casing is complete.

C. Immediately report to the Resident Project Representative any movement, cracking, or settlement with is detected.

3.09 CLEANUP

A. Conform to applicable provisions of Section 01576 – Waste Material Disposal.

END OF SECTION

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SECTION 02501

DUCTILE IRON PIPE

PART 1 GENERAL

1.01 SECTION INCLUDES

This Section includes providing ductile iron pipe and all appurtenant work.

1.02 REFERENCES

A. AWWA C110/ANSI A21.10 Ductile-Iron and Gray-Iron Fittings, 3 in. Through 48 in. for Water and Other Liquids

B. AWWA C150/ANSI A21.50 Thickness Design of Ductile-Iron Pipe

C. AWWA C151/ANSI A21.51 Ductile Iron Pipe, Centrifugally Cast, for Water or Other Liquids

D. AWWA C153/ANSI A21.53 Ductile-Iron Compact Fittings, 3 in. through 24 inches and 54 through 64 inches for Water Service

1.03 SHOP DRAWINGS AND SAMPLES

A. The following shall be submitted in compliance with Section 01330:

1. Certified dimensional drawings of all valves, fittings, and appurtenances.

2. For pipe 24 inches in diameter and larger, line layout and marking diagrams which indicate the specific number of each fitting and the location and the direction of each fitting in the completed line.

1.04 OWNER'S MANUAL

A. The following shall be included in the OWNER'S MANUAL in compliance with Section 01330:

1. A certified affidavit of compliance for pipe and other products or materials with the requirements of this Section.

1.05 MARKING, HANDLING, AND STORAGE

A. Markings: All pipes shall be factory marked indicating size and class. Legibly mark specials 24 inches in diameter and larger in accordance with the laying schedule and marking diagram. Mark the surface of each fitting and special that is intended to be at the top when the fitting or special is placed in the trench.

PART 2 PRODUCT

2.01 GENERAL

A. Pipe and Fittings: Ductile iron pipe and fittings shall be in accordance with the requirements contained herein. The pipe shall be of the diameter and class indicated.

2.02 PIPE JOINTS

A. Ductile iron pipe joints shall comply with the requirements of this Section and shall be of the type indicated. Mechanical joint fittings shall be used for underground applications and flange joint fittings shall be used for above ground applications

B. Restrained joints shall be an approved type provided and recommended by the pipe manufacturer.

2.03 MATERIALS

A. Ductile Iron Pipe: Pipe materials shall conform to the requirements AWWA C151.

B. Cement: Cement for mortar lining shall be used according to this Section; provided, that cement for mortar lining shall be Type II or V. A fly ash or pozzolan shall not be used as a cement replacement.

C. Polyethylene Sleeves: Polyethylene sleeves shall be wrapped around the fitting.

2.04 SPECIAL FITTINGS

A. Fittings of the compact type for ductile iron pipe shall conform to the requirements of AWWAC153/ANSI A21.53, and shall have a minimum pressure rating of 250 psi ductile iron fittings larger than 48-inch shall conform to the above referenced standard with the necessary modifications for the larger size.

B. Fittings shall be of the diameter and class shown in the Plans. Compact type fittings may be used upon approval of the Engineer.

2.05 CEMENT MORTAR LINING

A. The internal surfaces of ductile iron pipe and fittings shall be lined with cement mortar and sealed in accordance with ANSI/AWWA C104/A21.4, except that the minimum lining thickness shall be as follows: Cement mortar lined ductile iron pipe shall not be used for wastewater applications. Ductile iron pipe used for wastewater applications shall be lined with Protecto 401 Ceramic Epoxy lining.

PART 3 EXECUTION

3.01 INSTALLATION OF PIPE

A. Ductile iron pipe shall be installed in accordance with the applicable provisions of Section 02317, and the recommendations of the manufacturer.

END OF SECTION

Section 02503

COPPER TUBING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Copper tubing for water service lines.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for copper tubing and fittings under this section. Include cost in unit prices for item in which this work is a component.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM B 88 - Standard Specification for Seamless Copper Water Tube.

B. AWWA C 800 - Underground Service Line Valves and Fittings.

1.04 SUBMITTALS

A. Submittals shall conform to the requirements of Section 01330 - Submittal Procedures.

B. Submit certified test results of ASTM B 88.

C. Submit manufacturer's testing certification that copper tubing conforms to requirements of ASTM B 88. The number of samples for testing of each size of tubing is modified as follows:

1. For each 7500 feet of tubing: 1 sample.

2. For each set of tubing less than 7500 feet: 1 sample.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Provide Type K annealed, seamless, copper tubing, 3/4-inch to 2-inch in diameter conforming to requirements of ASTM B 88.

B. Provide 3/4-inch and 1-inch tubing in coils of a minimum 60 feet in length, and 1-1/2-inch and 2-inch tubing in coils 40 feet in length.

C. Provide tubing manufactured in United States of America. Tubing shall be inspected and tested by a laboratory at point of manufacture or locally. Furnish tubing, at no additional cost to designated testing laboratory along with mill compliance certificates.

D. Provide flared or compression-type brass fittings for use with Type K annealed copper tubing in accordance with AWWA C 800.

PART 3 E X E C U T I O N

3.01 INSTALLATION

A. Conform to installation requirements of Section 02512 - Water Tap and Service Line Installation, except as modified in this Section.

3.02 JOINTS

A. Minimum joint spacing for 3/4-inch and 1-inch tubing shall be 60 feet and for 1-1/2-inch and 2-inch tubing shall be 40 feet. No mid-run joints shall be permitted for augered service lines.

B. Cut copper tubing squarely by using cutting tools designed specifically for the purpose and avoid procedures that cause pipe to bend or pipe walls to flatten.

C. After tubing has been cut, but before flaring, use reamer to remove inside rolled lip from tubing. Expand flared ends by use of flaring tool using care to avoid splitting, crimping, or overstressing metal. Provide at least 10 inches of straight pipe adjacent to fittings.

D. When compression fittings are used, cut copper tubing squarely prior to insertion into the fitting. Final assembly shall be in accordance with manufacturer's recommended procedure.

3.03 BENDS

A. Bend tubing by using appropriate sized bending tool. No kinks, dents, flats, or crimps shall be permitted, and should such occur, the damaged section shall be cut out and replaced. Install no bends with radius smaller than radius of coil of tubing as packaged by manufacturer. Copper tubing shipped in straight lengths conform to following:

1. For 2-inch diameter: Maximum of one 45-degree bend per 4-foot section.

2. For 1-1/2-inch diameter: Maximum of one 45-degree bend per 3-foot section.

END OF SECTION

Section 02506

POLYVINYL CHLORIDE PIPE

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Polyvinyl chloride (PVC) pressure pipe for water distribution and sanitary sewer force mains in nominal diameters 4 inches through 16 inches.

B. Polyvinyl chloride sewer pipe for gravity sanitary sewers in nominal diameters 4 inches through 48 inches.

C. Polyvinyl chloride pressure pipe for gravity sanitary sewers and force mains in nominal diameters 4 inches through 36 inches.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for PVC pipe under this section. Include cost in unit price for work included as specified in the following sections:

   a. Section 02511 - Water Main

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ANSI A21.5 (AWWA C 105) - Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.

B. ANSI A21.10 (AWWA C 110) - Ductile-Iron and Gray-Iron Fittings, 3 inches through 48 inches for Water and Other Liquids.

C. ANSI A21.11 (AWWA C 111) - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

D. ASTM D 1248 - Standard Specification for Polyethylene Plastics Molding and Extrusion Materials.

E. ASTM D 1784 - Standard Specification for Rigid Polyvinyl Chloride Compound and Chlorinated Polyvinyl Chloride Compounds.

F. ASTM D 2241 - Standard Specification for Polyvinyl Chloride Plastic Pipe (SDR-PR).

G. ASTM D 2321 - Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.

H. ASTM D 2444 - Test Method for Impact Resistance of Thermoplastic Pipe and Fittings by Means of a Tup (Falling Weight).

I. ASTM D 3034 - Specification for Type PSM Polyvinyl Chloride Sewer Pipe and Fittings.

J. ASTM D 3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.

K. ASTM D 3212 - Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.

L. ASTM F 477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

M. ASTM F 679 - Specification for Polyvinyl Chloride Large-Diameter Plastic Gravity Sewer Pipe and Fittings.

N. ASTM F 794 - Specification for Polyvinyl Chloride Large-Diameter Ribbed Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

O. AWWA C 909 - Polyvinyl Chloride Pressure Pipe, 4 Inches Through 12 Inches for Water Distribution.

P. AWWA C 905 - Polyvinyl Chloride Water Transmission Pipe, Nominal Diameters 14 Inches Through 36 Inches.

Q. UNI-B-11 - Recommended Standard Specification for Polyvinyl Chloride Water Transmission Pipe (Nominal Diameters 14 Inches through 36 Inches).

R. UNI-B-13 - Recommended Standard Performance Specification for Joint Restraint Devices for Use with Polyvinyl Chloride Pipe.

1.04 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit shop drawings showing design of new pipe and fittings indicating alignment and grade, laying dimensions, fabrication, fittings, flanges, and special details.

1.05 QUALITY CONTROL

A. Submit manufacturer's certifications that PVC pipe and fittings meet requirements of this Section and AWWA C 900 or AWWA C 905 for pressure pipe applications, or the appropriate ASTM standard specified for gravity sewer pipe.

B. Submit manufacturer's certification that PVC pressure pipe has been hydrostatically tested at the factory in accordance with AWWA C 900 or AWWA C 909 and this Section.

C. When foreign manufactured material is proposed for use, have material tested for conformance to applicable ASTM requirements by certified independent testing laboratory located in United States. Certification from any other source is not acceptable. Furnish copies of test reports to Engineer for review. Cost of testing shall be borne by Contractor.

PART 2 P R O D U C T S

2.01 MATERIAL

A. Use PVC compounds in the manufacture of pipe that contain no ingredient in an amount that has been demonstrated to migrate into water in quantities considered to be toxic.

B. Furnish PVC pressure pipe manufactured from Class 12454-B virgin PVC compounds as defined in ASTM D 1784. Provide pipe which is homogeneous throughout, free of voids, cracks, inclusions, and other defects, uniform as commercially practical in color, density, and other physical properties. Deliver pipe with surfaces free from nicks and scratches with joining surfaces of spigots and joints free from gouges and imperfections which could cause leakage.

C. For PVC pressure pipe used for water mains, provide self-extinguishing PVC pipe that bears Underwriters' Laboratories mark of approval and is acceptable without penalty to Texas State Fire Insurance Committee for use in fire protection lines.

D. Gaskets:

1. Gaskets shall meet the requirements of ASTM F 477. Use elastomeric factory-installed gaskets to make joints flexible and watertight.

E. Lubricant for rubber-gasketed joints: Water soluble, non-toxic, non-objectionable in taste and odor imparted to fluid, non-supporting of bacteria growth, having no deteriorating effect on PVC or rubber gaskets.

F. PVC pipe for water service shall bear National Sanitation Foundation Seal of Approval (NSF-PW).

2.02 WATER SERVICE PIPE

A. Pipe 4-inch through 12-inch: AWWA C 909, Class 150, DR 18; nominal 20-foot lengths; cast-iron equivalent outside diameters.

B. Pipe 16-inch: AWWA C 905; Class 235; DR 18; nominal 20-foot lengths; cast-iron equivalent outside diameter.

C. Joints: ASTM D 3139; push-on type joints in integral bell or separate sleeve couplings. Do not use socket type or solvent weld type joints.

D. Make curves and bends by deflecting the joints. Do not exceed maximum deflection recommended by the pipe manufacturer. Submit details of other methods of providing curves and bends for review by Engineer.

E. Hydrostatic Test: AWWA C 909, AWWA C 905, ANSI A 21.10 (AWWA C 110); at point of manufacture; submit manufacturer's written certification.

F. Detectable underground warning tape shall be 3” wide Magna Tec or approved equal.

2.03 BENDS AND FITTINGS FOR PVC PRESSURE PIPE

A. Bends and Fittings: Conform to the requirements of Item 02501 – Ductile Iron Pipe and Fittings.

PART 3 E X E C U T I O N

3.01 PROTECTION

A. Store pipe under cover out of direct sunlight and protect from excessive heat or harmful chemicals in accordance with the manufacturer's recommendations.

3.02 INSTALLATION

A. Conform to requirements of Section 02511 - Water Mains, as applicable.

B. Install PVC pipe in accordance with Section 02317 - Excavation and Backfill for Utilities, ASTM D 2321, and manufacturer's recommendations.

C. Water service pipe 12 inches in diameter and smaller: Installed to clear utility lines and have minimum 4 feet of cover below lowest property line grade of street, unless otherwise required by Drawings.

D. Avoid imposing strains that will overstress or buckle the pipe when lowering pipe into trench.

E. Install 3” wide detectable warning tape approximately 24” below the finished surface above all pipe runs.

END OF SECTION

SECTION 02510

RESTRAINED-JOINT PVC PIPE (YELOMINE)

1.0 SCOPE

This specification covers thrust-restrained Polyvinyl Chloride (PVC) Pipe, 2" – 12", with Iron Pipe Size (I.P.S.) outside diameters. Pipe is intended for use in pressure-rated potable water delivery systems, as well as in sewer force main and fire protection piping systems.

1. 01 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for PVC pipe under this Section. Include cost in unit price for work included as specified in the following sections:

   a. Section 02511 - Water Lines

   b. Section 02531 - Gravity Sanitary Sewers

   c. Section 02532 - Sanitary Sewer Force Mains

   d. Section 02631 - Storm Sewers

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

2.0 REFERENCE DOCUMENTS

American Society for Testing and Materials (ASTM)

ASTM D1784 Standard Specification for Rigid PVC Compounds and Chlorinated PVC Compounds

ASTM D2241 Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)

ASTM D2837 Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials

ASTM D3139 Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals

ASTM F477 Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

National Sanitation Foundation (NSF)

NSF61 Drinking Water System Components – Health Effects

NSF14 Plastic Piping system Components and Related Materials

3.00 REQUIREMENTS

3.01 GENERAL

Products delivered under this specification shall be manufactured only from water distribution pipe and couplings conforming to ASTM D2241. The restrained joint pipe system shall also meet all short and long term pressure test requirements of ASTM D2241. Pipe, couplings, and locking splines shall be completely non-metallic to eliminate corrosion problems.

3.02 MATERIALS

Pipe and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454, as defined in ASTM D1784. The compound shall qualify for a Hydrostatic Design Basis (HDB) of 4000 psi for water at 73.4ºF, in accordance with the requirements of ASTM D2837.

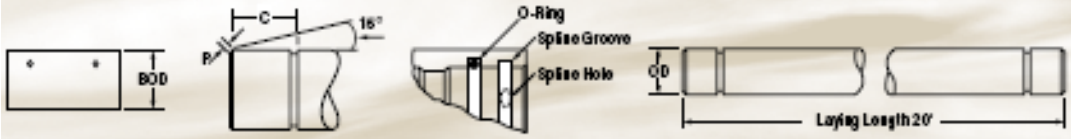
3.03 APPROVALS

Restrained joint PVC pipe products shall have been tested and approved by NSF International, and listed in NSF14. Copies of agency approval reports or product listings shall be provided to the Engineer. Products intended for contact with potable water shall be evaluated, tested, and certified for conformance with NSF 61 by an acceptable certifying organization.

3.04 DIMENSIONS

Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of ASTM D2241. Thrust-restrained pipe shall be furnished in 2”, 3”, 4”, 6”, 8”, 10”, and 12” sizes, with pressure ratings from 90 psi to 315 psi. Pipe shall be furnished in standard lengths of 20 feet. Dimensions of the pipe are shown below:

DIMENSIONS



Yelomine Integral Bell (IB) Piping Products

O-ring and Spline included

Size	PSI Rating	SDR	O.D.	P	C	Min. Wall	Weight Lbs/Ft	Part No. ①
4"	200	21	4.500	1/8	3.00	.214	1.84	156225
4"	250	17	4.500	1/8	3.00	.265	2.26	156218
6"	200	21	6.625	3/16	3.00	.316	3.99	166248
6"	250	17	6.625	3/16	3.00	.390	4.87	166232
6"	200	21	6.625	3/16	3.00	.410	5.22	166278

Certa-Lok Yelomine Pipe with Couplings

Certa-Lok Coupling, O-ring and Spline included ②

Size	PSI Rating	SDR	O.D.	BBD	P	C	Min. Wall	Weight Lbs/Ft	Part No. ①②
2"	250	17	2.375	3.10	1/8	1.75	.140	0.69	210213
3"	250	17	3.500	4.36	1/8	2.50	.206	1.47	217210
4"	200	21	4.500	5.47	1/8	3.00	.214	2.00	226212
4"	250	17	4.500	5.47	1/8	3.00	.265	2.41	218217
4" HP	315	13.5	4.500	5.66	1/8	3.00	.337	3.17	250217
6"	125	32.5	6.625	7.84	3/16	3.00	.204	2.97	243219
6"	160	26	6.625	7.84	3/16	3.00	.255	3.57	226214
6"	200	21	6.625	7.84	3/16	3.00	.316	4.27	227219
6"	250	17	6.625	7.84	3/16	3.00	.390	5.13	219214
6" HP	315	13.5	6.625	8.37	3/16	3.00	.491	6.63	251214
8"	125	32.5	8.625	10.19	5/8	3.16	.265	4.97	244218
8"	160	26	8.625	10.19	5/8	3.16	.332	6.07	226211
8"	200	21	8.625	10.19	5/8	3.16	.410	7.24	228218
8"	250	17	8.625	10.95	5/8	3.16	.508	9.17	220210
8" HP	315	13.5	8.625	10.95	5/8	3.16	.748	11.29	227218
10"	125	32.5	10.750	12.44	5/8	3.50	.331	7.49	245213
10"	160	26	10.750	12.44	5/8	3.50	.413	9.19	214219
10"	200	21	10.750	12.44	5/8	3.50	.511	10.98	230219
12"	125	32.5	12.750	14.65	5/8	3.50	.392	10.57	246210
12"	160	26	12.750	14.65	5/8	3.625	.490	12.88	215223
12"	200	21	12.750	14.65	5/8	3.625	.606	15.64	229228
16"	80 ③	26	16.000	17.40	5/8	3.81	.615	20.39	248214 ④
16"	160	26	16.000	17.50	5/8	3.81	.615	20.55	248214 ④
16"	200	21	16.000	17.50	5.8	3.81	.761	25.18	248337

HP = High Pressure

Notes: All dimensions are in inches and are subject to normal manufacturing tolerances.

① Specify permanent or non-permanent.

② Pipe may also be purchased without couplings, if desired. Use same part number, and specify "Pipe Only" on P.O.

③ PSI on this item is limited by the pressure rating of the coupling.

④ Specify desired pressure rating on P.O.

3.05 JOINTS

Pipe shall be joined using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision-machined grooves in the pipe and coupling to provide full 360º restraint with evenly distributed loading.

Couplings shall be designed for use at or above the rated pressures of the pipe with which they are utilized, and shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F477. Joints shall be designed to meet the leakage test requirements of ASTM D3139.

3.06 WORKMANSHIP

Pipe and couplings shall be homogeneous throughout and free from voids, cracks, inclusions and other defects, and shall be as uniform as commercially practicable in color, density and other physical characteristics.

3.07 QUALITY CONTROL

Q.C. program shall be in accordance with NSF requirements

3.08 MARKING

Pipe and couplings shall be legibly and permanently marked in ink with the following minimum information:

- Nominal size (for example, 4 In.)
- Outside Diameter System (I.P.S.)
- PVC
- Standard Dimension Ratio (SDR) and pressure rating
- ASTM designation D2241-05 (or latest edition)
- Manufacturer's name or trademark and production record code
- Seal (mark) of the testing agency verifying the suitability of the pipe material for potable water service

3.09 APPROVED MANUFACTURERS

Certa-Lok Yelomine restrained-joint pipe from CertainTeed Corporation, or approved equal.

END OF SECTION

Section 02511

WATER MAINS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Installation of water mains.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for water mains installed by open-cut is on a linear foot basis for each size of pipe installed. Measurement is detailed as follows:

   a. Mains: Measured along the centerline axis of the pipe, through fittings and valves.

   b. Branch Pipes: Measured from the centerline of the main, through fittings and valves, to the end of the branch.

2. Payment for augered casing with carrier pipe shall be as specified under Section 02447.

3. Payment for interconnections made by tapping sleeves and tapping gate valves shall be as covered under separate Section.

4. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ANSI/NSF Standard 61.

B. ASTM A 126 - Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.

C. ASTM B 21 - Specification for Naval Brass Rod, Bar, and Shapes.

D. ASTM B 98 - Specification for Copper-Silicon Alloy Rod, Bar, and Shapes.

E. ASTM B 584 - Specification for Copper Alloy Sand Castings for General Applications.

F. AWWA C 206 - Standard for Field Welding of Steel Water Pipe.

G. AWWA C 207 - Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 Inches through 144 Inches.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Photographs: Prior to commencement of construction, take 35mm color photographs of entire route of project and present one copy of prints and negatives to Engineer. Submit one copy of prints to Resident Project Representative. Required items in photographs include, but are not limited to, the following:

1. Date fixed on negative by calendate attachment in camera (automatically includes date on film).

2. Location of photograph, house numbers and streets, direction of view, along with project numbers on chalkboard in photo.

3. Condition of:

   a. Yard (near side and far side of street).

   b. House walk and sidewalk.

   c. Curb.

   d. Area between walk and curb.

   e. Particular features (yard light, shrubs, fences, trees, etc.).

   f. Street failures.

4. Take sufficient number of photographs to show existence or nonexistence of cracked asphalt, concrete, trees, shrubs, and grass required above. Bind photographs in 3-ring notebook within plastic pockets. No payment will be made for photography under this Section. Include cost in unit price for water mains.

PART 2 P R O D U C T S

2.01 PIPE MATERIALS

A. Install pipe materials which conform to following:

1. Section 02501 - Ductile Iron Pipe and Fittings.

2. Section 02502 - Steel Pipe and Fittings.

3. Section 02506 - Polyvinyl Chloride Pipe.

B. Conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and have certified by an organization accredited by ANSI.

2.02 JOINT RESTRAINTS

A. Ductile-Iron Pipe:

1. Series 1100 Megalug Mechanical Joint Restraint by EBAA Iron, Inc.

2. Super-Lock Joint by Clow Corporation.

3. Flex-Ring or Lok-Ring by American Cast Iron Pipe Company.

4. TR-Flex or Field-Lok Joint by U.S. Pipe and Foundry Company.

B. PVC Pipe:

1. Fittings: JCM 610 Sur-Grip Fitting Restrainer by JCM Industries, Inc. or Series 2000 PV Mechanical Joint Restraint Gland by EBAA Iron, Inc., or approved equal.

2. Bell and Spigot: JCM 620 or 621 Sur-Grip Bell Joint Restrainer by JCM Industries, Inc. or Series 1600 or Series 2800 Restraint Harness by EBAA Iron, Inc., or approved equal.

2.03 COUPLINGS AND APPURTENANCES

A. Flexible (Dresser-type) Couplings.

1. Install where shown on Drawings or where allowed by Resident Project Representative for Contractor's convenience. Use galvanized flexible couplings when installed on galvanized pipe which is cement lined, or when underground. Provide gaskets manufactured from Neoprene or Buna-N.

2. For steel pipe; sleeve-type flexible couplings, Dresser Style 38, Rockwell Type 411, or equal. Thickness of middle ring equal to or greater than thickness of pipe wall.

3. Flanged adapter couplings for steel pipe; Dresser Style 128, Rockwell Type 913, or approved equal.

4. Use Type 316 stainless steel bolts, nuts and washers where flexible couplings are installed underground. Coat entire coupling with 20-mil of T.C. Mastic as manufactured by the Tape Coat Company, Inc., Bitumastic No. 50 as manufacturer by Koppers Company, Inc., or approved equal.

B. Victaulic Joints. Make joint with Victaulic Style 77 coupling fitted with Grade H molded synthetic rubber gasket.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Conform to applicable installation specifications for types of pipe used.

B. Employ workmen who are skilled and experienced in laying pipe of type and joint configuration being furnished. Provide watertight pipe and pipe joints. Lay pipe with bell ends facing in direction of laying.

C. Lay pipe to lines and grades shown on Drawings. Use adequate surveying methods and equipment; employ personnel competent in use of this equipment. Horizontal and vertical deviations from alignment as indicated on Drawings shall not exceed 0.10 feet. Measure and record "as-built" horizontal alignment and vertical grade at maximum of every 50 feet on record drawings.

D. Confirm that separation from gravity sanitary sewers and manholes or from force mains have minimum clearance as specified in this Section or 9 feet in all directions unless a special design is provided on the Drawings.

1. Parallel water line and gravity sanitary sewer, force main or manhole with no leaks: Minimum 4 foot horizontal clearance from outside wall of water line to outside wall of gravity sanitary sewer, force main, or manhole.

2. Water line crossing above a gravity sanitary sewer or force main with no leaks: Minimum 2 foot vertical clearance.

E. Where above clearances cannot be attained, and a special design has not been provided on Drawings, obtain direction from Engineer before proceeding with construction.

F. Keep pipe trenches free of water which might impair pipe laying operations. Prevent pipe bells from coming in contact with subgrade. Grade pipe trenches to provide uniform support along bottom of pipe. Excavate for bell holes for proper sealing of pipe joints after bottom has been graded and in advance of placing pipe. Lay not more than 300 feet of pipe in trench ahead of backfilling operations. Cover or backfill laid pipe if pipe laying operations are interrupted and during non-working hours. Place backfill carefully and simultaneously on each side of pipe to avoid lateral displacement of pipe and damage to joints. If adjustment of pipe is required after it has been laid, remove and re-lay as new pipe.

G. If asbestos-cement pipe is encountered, follow safety practices outlined in the Asbestos-Cement Pipe Producers Association publication, Recommended Work Practices for A/C Pipe. Strictly adhere to recommended practices contained in said publication.

3.02 HANDLING, CLEANING AND INSPECTION

A. Handling:

1. Place pipe along project site where storm water or other water will not enter or pass through pipe.

2. Load, transport, unload, and otherwise handle pipe and fittings to prevent damage of any kind. Handle and transport pipe with equipment designed, constructed and arranged to prevent damage to pipe, lining and coating. Do not permit bare chains, hooks, metal bars, or narrow skids or cradles to come in contact with coatings. Where required, provide pipe fittings with sufficient interior strutting or cross bracing to prevent deflection under their own weight.

3. Hoist pipe from trench side into trench by means of sling of smooth steel cable, canvas, leather, nylon or similar material.

4. For large-diameter water mains, handle pipe only by means of a sling of canvas, leather, nylon, or similar material. The sling shall be a minimum 36 inches in width. Do not tear or wrinkle tape layers.

5. Use precautions to prevent injury to pipe, protective linings and coatings.

   a. Package stacked pipe on timbers. Place protective pads under banding straps at time of packaging.

   b. Pad fork trucks with carpet or other suitable material. Use nylon straps around pipe for lift when relocating pipe with crane or backhoe.

   c. Do not lift pipe using hooks at each end of pipe.

   d. Do not place debris, tools, clothing, or other materials on pipe.

6. Repair damage to pipe or protective lining and coating before final acceptance.

7. Permit no visible cracks longer than 6 inches, measured within 15 degrees of a line parallel to pipe longitudinal axis in the cores of finished pipe with the following exceptions:

a. In the surface laitance of centrifugally cast concrete.

b. In sections of pipe with steel reinforcing collars or wrappers.

c. Within 12 inches of pipe ends.

d. Reject pipe with visible cracks (not meeting exceptions) and remove from project site.

B. Cleaning: Keep joint contact surfaces clean until jointing is completed. Do not place debris, tools, clothing or other materials in pipe.

C. Inspection: Before installation, inspect each pipe and fitting for defects. Reject defective, damaged or unsound pipe and fittings and remove them from site.

3.03 EARTHWORK

A. Conform to applicable provisions of Section 02317 - Excavation and Backfilling for Utilities and Section 02447 - Augering Pipe for Water Lines.

B. Bedding: Use bedding materials in conformance with Section 02320 - Utility Backfill Materials.

C. Backfill: Use bank run sand or earth or native soil as specified in Section 02320 - Utility Backfill Materials. Backfill excavated areas in the same day excavated. When not possible, cover excavated areas using steel plates on paved areas and other protective measures elsewhere.

D. Place material in uniform layers of prescribed maximum loose thickness and wet or dry material to approximately optimum moisture content. Compact to prescribed density. Field density tests may be made at a frequency determined by the Engineer. Water tamping or jetting is not allowed.

3.04 PIPE CUTTING

A. Make cuts smooth and at right angles to axis of pipe. Bevel plain end with heavy file or grinder to remove sharp edges in accordance with pipe manufacturers recommendations.

3.05 PIPING INSTALLATION

A. Do not lay pipe unless subgrade is free of water. Make adjustments of pipe to line and grade by scraping away subgrade or filling in with granular material. Wedging or blocking up bell will not be acceptable.

B. Do not install pipe at greater depth than its design allows.

C. Protection of Pipeline: Securely place stoppers or bulkheads in openings and in end of line when construction is stopped temporarily and at end of each day's work.

3.06 JOINTS AND JOINTING

A. Rubber Gasketed Bell-and-Spigot Joints:

1. After rubber gasket is placed in spigot groove of pipe, equalize rubber gasket cross section by inserting tool or bar recommended by manufacturer under rubber gasket and moving it around periphery of pipe spigot.

2. Lubricate gaskets with nontoxic water-soluble lubricant, recommended by pipe manufacturer for potable water use, before pipe units are joined.

3. Fit pipe units together in manner to avoid twisting or otherwise displacing or damaging rubber gasket.

4. After the pipe sections are joined, check gaskets to ensure that no displacement of gasket has occurred. If displacement has occurred, remove pipe section and remake joint as for new pipe. Remove old gasket, inspect for damage and replace if necessary before remaking joint.

5. Where preventing movement is necessary due to thrust, use joint restraints.

B. Mechanical Joints:

1. Thoroughly clean socket and plain end of all rust or foreign material; slip the gland over plain end with the lip extension toward plain end, followed by the gasket with thick section facing the gland. Gaskets to be installed during very cold weather should be warmed first.

2. Lubricate socket, gasket and plain end with soapy water or an approved pipe lubricant meeting requirements of AWWA C111.

3. Insert plain end into socket and push gasket into position, making sure it is evenly seated in socket.

4. Slide gland into position, insert bolts and run nuts up finger-tight.

5. Using a torque wrench, tighten bolts to draw gland toward the pipe flange evenly, maintaining approximately the same distance between the gland and the face of the flange at all points around the joint. This process shall be repeated until all bolts are within the manufacturer's recommended torque range.

C. Flanged Joints:

1. AWWA C 207. Prior to installation of bolts, accurately center and align flanged joints to prevent mechanical prestressing of flanges, pipe and equipment. Align bolt holes to straddle vertical, horizontal or north-south center line. Do not exceed 3/64 inch per foot inclination of flange face from true alignment.

2. Use full-face gaskets for flanged joints. Provide 1/8-inch-thick cloth inserted rubber gasket material. Cut gaskets at the factory to proper dimensions.

3. Use high-strength, low-alloy, corrosion resistant steel conforming to ASTM A325 (Type 3). Tighten bolts progressively to prevent unbalanced stress. Draw bolts tight to ensure proper seating of gaskets.

4. For in-line flange joints sized between 12 inches in diameter and greater and 24 inches in diameter and smaller, provide Phenolic PSI with nitrile seal, Type E LineBacker gasket as manufactured by Pipeline Seal and Insulator, Inc., or approved equal conforming to ANSI 21.11.

D. Welded Joints:

1. Prior to starting work, provide certification of qualification for welders employed on the project for type of work procedures and positions involved.

2. Joints: AWWA C 206. Full-fillet, single lap-welded slip-type either inside or outside, or double butt-welded type; use automatic or hand welders; completely penetrate deposited metal with

base metal; use filler metal compatible with base metal; keep inside of fittings and joints free from globules of weld metal which would restrict flow or become loose. Do not use mitered joints. Provide adequate working room under and beside pipe. Use exterior welds.

3. Furnish welded joints with trimmed spigots.

4. Bell-and-spigot, lap-welded slip joints: Deflection may be taken at joint by pulling joint up to 3/4 inch as long as 1-1/2-inch minimum lap is maintained. Spigot end may be miter cut to take deflections up to 5 degrees as long as joint tolerances are maintained. Miter end cuts of both ends of butt-welded joints may be used for joint deflections of up to 5 degrees.

5. Align piping and equipment so that no part is offset more than 1/8 inch. Set fittings and joints square and true, and preserve alignment during welding operation. For butt-welded joints, align abutting ends to minimize offset between surfaces. For pipe of same nominal wall thickness, do not exceed 1/16 inch offset. Use line-up clamps for this purpose; however, care shall be taken to avoid damage to linings and coatings.

6. Protect coal-tar-epoxy lining during welding by draping an 18-inch-wide strip of heat-resistant material over top half of pipe on each side of lining holdback to avoid damage to lining by hot splatter. Protect tape coating similarly if external welding is required.

7. Welding rods: Compatible with metal to be welded to obtain strongest bond, E-70XX.

8. Deposit metal in successive layers to provide at least 2 passes or beads for automatic welding and 3 passes or beads for manual welding in completed weld.

9. Deposit no more than 1/4 inch of metal on each pass. Thoroughly clean each individual pass with wire brush or hammer to remove dirt, slag or flux.

10. Do not weld under any weather condition that would impair strength of weld, such as wet surface, rain or snow, dust or high winds, unless work is properly protected.

11. Make tack weld of same material and by same procedure as completed weld. Otherwise, remove tack welds during welding operation.

12. Remove dirt, scale, and other foreign matter from inside piping before tying in sections, fittings, or valves.

13. Welded Joints:

    a. Only one end may be miter cut. Miter end cuts of both ends of butt-welded joints may be used for joint deflections of up to 2-1/2 degrees.

    b. Employ an independent certified testing laboratory to perform weld acceptance tests on welded joints. Include cost of such testing in contract unit price bid for water line. Furnish copies of all test reports to Engineer for review. Test by magnetic particle test method for lap welds or by X-ray methods for butt welds, for 100 percent of all joint welds. Engineer has final decision as to suitability of all welds tested.

E. Make curves and bends by deflecting joints or other method as recommended by manufacturer and approved by the Engineer. Contractor shall submit details of other methods of providing curves and bends for consideration by Engineer, and if accepted, shall be installed at no additional cost to the Owner.

1. Deflection of pipe joints shall not exceed maximum deflection recommended by pipe manufacturer.

2. If deflection exceeds that specified but is less than 5 percent, repair entire deflected pipe section such that maximum deflection allowed is not exceeded.

3. If deflection is equal to or exceeds 5 percent from that specified, remove entire portion of deflected pipe section and install new pipe.

4. Replace, repair, or reapply coatings and linings as required.

5. Assessment of deflection may be measured by Engineer at any location along pipe. Arithmetical averages of deflection or similar average measurement methods will not be deemed as meeting intent of standard.

6. When rubber gasketed pipe is laid on a curve, join pipe in a straight alignment and then deflect to curved alignment.

3.07 CATHODIC PROTECTION APPURTENANCES

A. Where identified on Drawings, modify pipe for cathodic protection as detailed on Drawings and specified. Unless otherwise noted, provide insulation kits at connections to existing water system or at locations to isolate one type of cathodic system from another type, between water main, access manhole piping and other major openings in water main, or as shown on Drawings.

B. Bond joints for pipe installed in tunnel or open cut, except where insulating flanges are provided. Weld strap or clip between bell and spigot of each joint. No additional bonding required where joints are welded for thrust restraint.

C. Bonding Strap or Clip: Free of foreign material that may increase contact resistance between wire and strap or clip.

3.08 SECURING, SUPPORTING AND ANCHORING

A. Support piping as shown on Drawings and as specified in this Section, to maintain line and grade and prevent transfer of stress to adjacent structures.

B. Where shown on Drawings, anchor pipe fittings and bends installed on water main.

C. Use adequate temporary blocking of fittings when making connections to distribution system and during hydrostatic tests. Use sufficient anchorage and blocking to resist stresses and forces encountered while tapping existing water line.

3.09 THRUST RESTRAINT

A. For existing water lines and water lines less than 16 inches in diameter, restrain pipe joints with concrete thrust blocks or provide joints as specified.

B. Thrust restraint lengths shown on Drawings are minimum anticipated lengths. Adjustments in deflections or use of other pipe material may result in reduction or increase of thrust lengths. Perform calculations by pipe manufacturer to verify proposed thrust restraint lengths. Submit calculations for all pipe materials sealed by a registered Professional Engineer for review by Engineer. Make adjustments in thrust restraint lengths at no additional cost to the Owner.

C. Passive resistance of soil will not be permitted in calculation of thrust restraint.

D. Use minimum 16-foot length of pipe in and out of joints made up of beveled pipe where restraint joint lengths are not identified on Drawings. Otherwise, provide welded restraint joints for a minimum length of 16 feet on each side of beveled joints.

3.10 POLYETHYLENE WRAP

A. Conform to requirements of Section 02528 - Polyethylene Wrap.

3.11 CLEANUP AND RESTORATION

A. Provide cleanup and restoration crews to work closely behind pipe laying crews, and where necessary, during chlorination, testing, service transfers, abandonment of old mains, backfill and surface restoration.

B. Upon completion of section not exceeding 4000 feet per crew, chlorinate and pressure test. Begin transfer of services no later than 7 calendar days after successful completion of chlorination and pressure testing.

C. After transfer of services, but no later than 21 calendar days after successful completion of chlorination and pressure testing, begin abandonment of old mains, including resodding and placement of sidewalks and pavements.

D. Do not begin construction of additional sections if above conditions are not met.

3.12 CLEANING PIPING SYSTEMS

A. Remove construction debris or foreign material and thoroughly clean and flush piping systems. Provide temporary connections, equipment and labor for cleaning.

3.13 DISINFECTION OF WATER LINES

A. Conform to requirements of Section 02514 - Disinfection of Water lines.

3.14 FIELD HYDROSTATIC TESTS

A. Conform to requirements of Section 02515 - Hydrostatic Testing of Pipelines.

3.15 LOCATION MARKING

A. Conform to requirements of Section 02535 – Non-Metalic Utility Line Marking and the drawings.

END OF SECTION

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Section 02512

WATER SERVICE CONNECTIONS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Tapping mains and furnishing and installing new service lines for water.

B. Relocation of existing small water meters.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for water connections is on a per each basis for each installation.

2. Payment for each meter includes labor, materials, and equipment to relocate the existing meter.

3. No additional payment will be made for bedding, backfill, compaction, etc.

4. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. AWWA C 800 - Underground Service Line Valves and Fittings.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Provide water service as shown on the Drawings.

PART 3 E X E C U T I O N

3.01 APPLICATION

A. Set service connections at right angles to proposed meter location.

B. Use tapping machine manufactured for pressure tapping purposes for 2-inch and smaller service taps on pressurized water mains.

C. Install service lines in open-cut trench in accordance with Section 02317 - Excavation and Backfill for Utilities except that service lines specifically indicated on Drawings shall be augered in accordance with Drawings.

D. Lay service lines with minimum of 30 inches of cover as measured from top of curb or, in absence of curbs, from centerline elevation of crowned streets or roads. Provide minimum of 18 inches of cover below flow line of ditches to service lines.

E. Maintain service lines free of dirt and foreign matter.

F. Install service lines so that top of meter will be 4 to 6 inches below finished grade.

G. Locate water meters one foot inside street right-of-way, one foot on curbside of sidewalk, or as directed by Resident Project Representative.

H. Crossing of paved surfaces shall be in accordance with Section 02221 – Remove Existing Pavements and structures, Section 02744 - Pavement Repair, and the Drawings.

I. Turf areas crossed or disturbed under this section shall be repaired in accordance with Section 02911 – Topsoil, Section 02922 – Sodding, and the Drawings

END OF SECTION

Section 02513

WET CONNECTIONS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Wet connections for new water mains and service lines to existing water mains.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for Wet Connections.

2. No compensation will be given for extra work or for damages occurring as a result of an incomplete shutoff.

3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Wet connections consist of using existing valves to isolate sections of pipe to be connected, draining the isolated sections, and completing the connections.

B. Connection of 2-inch or smaller lines, which may be referred to on Drawings as "2-inch standard connections" or "gooseneck connections" will be measured as 2-inch wet connections. This item is not to be used as part of a 2-inch service line.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Pipe shall conform to requirements of applicable portions of Sections 02501 through 02528 related to piping materials and to water distribution.

B. Valves shall conform to requirements of Section 02521 - Gate Valves.

PART 3 E X E C U T I O N

3.01 CONNECTION OPERATIONS

A. Plan wet connections in such manner and at such hours as to least inconvenience public. Notify Resident Project Representative at least 48 hours in advance of making connections.

B. Do not operate valves on mains in use by Owner. Owner will handle, at no cost to Contractor, operations involving opening and closing valves for wet connections.

C. Conduct connection operations when Resident Project Representative is at job site. Connection work shall progress without interruption until complete once existing mains have been cut or plugs has been removed for making connections.

END OF SECTION

Section 02514

DISINFECTION OF WATER LINES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Disinfection of potable water lines.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for disinfection of water lines under this Section. Include cost in unit price of water lines.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. AWWA C 651 - Disinfecting Water Mains.

B. AWWA B 300 – Hypochlorites

C. NSF Standard 60 – Drinking Water Additives

PART 2 P R O D U C T S

2.01 HYPOCHLORITE

A. Dry hypochlorite: Dry hypochlorite shall be granular type and meet the requirements of AWWA B300 and NSF 60.

B. Hypochlorite solution: Solution prepared on – site from dry hypochlorite and potable water.

PART 3 E X E C U T I O N

3.01 CONDUCTING DISINFECTION

A. Water lines constructed shall be promptly disinfected after pressure tests are conducted. An acceptable bacteriologic test shall be obtained before water lines are connected to Owner's water distribution system.

B. Water for disinfection and flushing shall be purchased from the Owner.

C. Coordinate chlorination operations through Resident Project Representative.

3.02 PREPARATION

A. Use required temporary blind flanges, sleeves, plugs, and other items needed to facilitate disinfection of new mains. Normally, each valved section of water line requires two each 3/4-inch taps. A 2-inch minimum blow-off is required for water lines up to and including 6-inch diameter.

B. Fire hydrants may be used as blow-offs to flush newly constructed water lines above. Where fire hydrants are not available, locations and designs for blow-offs shall be as indicated on Drawings. Install temporary blow-off valves and remove promptly upon successful completion of disinfection and testing.

C. Very slowly fill each section of pipe with water in a manner approved by Resident Project Representative. Before beginning disinfection operations, expel air from pipeline.

D. Install blow-off valves at end of main to facilitate flushing of dead-end water mains. Install permanent blow-off valves according to Drawings.

E. Excavations shall be backfilled immediately after installation of risers or blow-offs.

F. Correct problems that may prevent disinfection operations.

G. Notify and coordinate with Resident Project Representative a minimum of 48 hours before disinfection work is to be performed.

H. The following procedure may be used:

1. Introduce chlorinating material into water line in accordance with AWWA C 651.

2. If dry hypochlorite is used, it shall be placed in newly laid pipe as construction progresses.

3. Use sufficient quantities of chemicals to produce a concentration of 100 ppm of chlorine. Concentration shall be checked at point of pipeline filling. Concentration check shall be witnessed by Resident Project Representative.

4. Open and close valves in section being disinfected during contact period.

5. After contact period of not less than 24 hours, flush system with clean water until residual chlorine is no greater than 1.0 ppm. Concentration check shall be witnessed by Resident Project Representative.

3.03 BACTERIOLOGICAL TESTING

A. Microbiological sampling shall be done after disinfecting flush, but prior to connecting the new main into the existing distribution system in accordance with AWWA C651. Two consecutive sets of acceptable samples, taken at least 24 hours apart, shall be collected from the new main. At least one set of samples shall be collected from every 1,000 linear feet of the new water main, plus one set from the end of the line. Samples for bacteriologic analysis shall be collected in sterile bottles. No hose or fire hydrant shall be used in the collection of samples.

B. If test results indicate need for additional disinfection of water lines based on Texas Department of Health requirements, flush section and begin disinfection procedure again.

3.04 COMPLETION

A. Upon completion of disinfection and testing, remove risers except those approved for use in subsequent hydrostatic testing, and backfill excavation promptly.

END OF SECTION

Section 02515

HYDROSTATIC TESTING OF PRESSURE PIPELINES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Field hydrostatic testing of newly installed pipelines.

B. Specifications identify requirements for both small-diameter (less than or equal to 20 inches) pipeline and large-diameter (greater than 20 inches) pipelines. When specifications for large-diameter pipelines differ from those for small- diameter pipelines, paragraphs for large-diameter pipelines will govern for large-diameter pipe.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for hydrostatic testing of pipelines under this Section. Include cost in unit price of pressure pipelines being constructed.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. AWWA C 600 – Installation of Ductile – Iron Water Mains and Their Appurtenances.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Hydrostatically test newly installed pressure sewage pipelines before connecting to collection / treatment system.

B. Hydrostatically test newly installed water pipelines before disinfection, and before connecting to water distribution system.

C. For large-diameter pipelines, test in lengths between valves, or plugs, of not more than 2500 feet.

D. Small-diameter pipelines shall be tested in lengths between valves, or plugs, of not more than 1500 feet.

E. Conduct hydrostatic tests in presence of Resident Project Representative.

3.02 TEST PROCEDURES

A. Furnish, install, and operate connections, pump, meter and gages necessary for hydrostatic testing.

B. Allow filled pipeline to sit a minimum of 24 hours before testing begins.

C. For small-diameter pipelines, expel air and apply a minimum test pressure of 150% of design pressure rating of the pipe measured at the lowest point of the test section.

D. Begin test by 9:00 a.m. unless otherwise approved by Resident Project Representative. Maintain test pressure within 5 psi for 8 hours. Record initial pressure, initial water meter reading, and starting time. Record pressure at midpoint of test period. Record final pressure, final water meter reading, and ending time. Readings shall be taken in the presence of the Resident Project Representative.

1. If a large quantity of water is required to maintain pressure during test, testing shall be discontinued until cause of water loss is identified and corrected.

2. Failure to maintain test pressure within limit specified shall be cause for test rejection.

E. Keep valves inside pressure reducing stations closed during hydrostatic pressure test.

3.03 ALLOWABLE LEAKAGE FOR PIPELINES

A. During hydrostatic tests, no leakage will be allowed for sections of pipelines consisting of welded joints.

B. Allowable leakage for pipelines with rubber gasket joints: Pipeline installation shall not be accepted if leakage exceeds the amount determined by the following formula:

$$L = \frac{SD\,P^{0.5}}{133{,}200}$$

Where: L = The allowable leakage, gallons/hour
S = Length of pipeline tested, feet
D = Nominal diameter of pipe, inches
P = Average test pressure, pounds per square inch, gauge

3.04 CORRECTION FOR FAILED TESTS

A. Repair joints showing visible leaks on surface regardless of total leakage shown on test. Check valves and fittings to ensure that no leakage occurs that could affect or invalidate test. Remove any cracked or defective pipes, fittings, and valves discovered during pressure test and replace with new items.

B. Failed water lines shall be disinfected after repair and retesting.

C. Repeat test until satisfactory results are obtained.

3.05 COMPLETION

A. Upon satisfactory completion of testing, dispose of test water in a legal and proper manner.

B. Upon satisfactory completion of testing, remove risers remaining from disinfection and hydrostatic testing, and backfill excavation promptly.

END OF SECTION

Section 02516

CUT, PLUG, AND ABANDONMENT OF PIPELINES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Cut, plug, and abandonment of pipelines.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made to cut, plug, and abandon pipelines under this Section. Include payment in unit price for Section 02511-Water Mains.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed plugs and clamps for approval.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Concrete for reaction blocks: Class B conforming to requirements of Section 03315 - Concrete for Utility Construction.

B. Plugs and clamps: Applicable for type of pipe to be plugged.

PART 3 E X E C U T I O N

3.01 APPLICATION

A. Do not begin cut, plug and abandonment operations until replacement pipeline has been constructed, and accepted by the Owner.

B. Install plug, clamp, and concrete reaction block and make cut at location shown on Drawings.

C. Pipeline to be abandoned shall not be valved off and shall not be cut or plugged other than at supply main or as shown on Drawings.

D. After pipeline to be abandoned has been cut and plugged, check for other sources feeding abandoned line. If sources are found, notify Resident Project Representative immediately. Cut and plug abandoned pipeline at point of other feed as directed by Resident Project Representative.

E. Plug or cap ends or openings in abandoned pipeline in manner approved by Resident Project Representative.

F. Remove and dispose of surface identifications such as valve boxes and fire hydrants. Valve boxes in improved streets may be filled with concrete after removing cap.

G. Backfill excavations in accordance with Section 02317 - Excavation and Backfill for Utilities.

H. Repair Street surfaces in accordance with Section 02744- Pavement Repair.

END OF SECTION

Section 02520

FIRE HYDRANTS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Fire hydrants.

B. Adjustment of fire hydrants and gate valves.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment is on a per each basis for each fire hydrant installed complete with branch, 6 inch gate valve and box with cover under this Section.

2. No separate payment will be made for fire hydrant leads (branches) under this Section.

3. No separate payment will be made for salvage of fire hydrants under this Section. Include payment in unit price bid for fire hydrants.

4. No separate payment will be made for gate valves under this Section.

5. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. AWWA C 502- Dry-Barrel Fire Hydrants

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

PART 2 P R O D U C T S

2.01 HYDRANTS

A. Fire hydrants shall be furnished as shown on the Drawings.

2.02 LEADS

A. Leads (Branches): Conform to requirements of Section 02501 - Ductile-Iron Pipe and Fittings, and Section 02506 - PVC Pipe.

PART 3 E X E C U T I O N

3.01 INSTALLATION

A. Set fire hydrant plumb and brace at locations and grades as shown on Drawings. When barrel of hydrant passes through concrete slab, place a 1-inch-thick piece of standard sidewalk expansion joint material around section of barrel passing through concrete.

B. Locate nozzle center line minimum 18 inches above finish grade.

C. Place 12-inch x 12-inch yellow indicators (plastic, sheet metal, plywood, or other material approved by Resident Project Representative) on pumper nozzles of new or relocated fire hydrants installed on new mains not in service. Remove indicators after new main is tested and approved by Resident Project Representative.

D. Do not cover drain ports when placing concrete thrust block.

E. Obtain Resident Project Representative approval in writing prior to installation of hydrants which require changes in bury depth due to obstructions not shown on Drawings. Unit price adjustments will not be allowed for changes in water main flow line or fire hydrant barrel length caused by such obstructions.

F. Plug branch lines to valves and fire hydrants shown on Drawings to be removed and / or salvaged. Existing fire hydrants shown to be salvaged on the Drawings are to be removed from the project site and delivered to the Owner's Public Works Storage Facility. Salvaged fire hydrants shall not be incorporated into the project.

G. Install leads (branches) in accordance with Section 02511 - Water Mains.

H. Remove and dispose of unsuitable materials and debris in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

Section 02521

GATE VALVES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Gate valves.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment is on a per each basis for each size valve installed under this Section, except those used in the installation of fire hydrants.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM A 307 - Carbon Steel Externally Threaded Standard Fasteners.

B. ASTM B 62 - Composition Bronze or Ounce Metal Casting.

C. ASTM D 429 - Test Methods for Rubber Property-Adhesion to Rigid Substrates.

D. ASTM B 763 - Copper Alloy Sand Casting for Valve Application.

E. AWWA C 500 – Metal Seated Gate Valves for Water Supply Service.

F. AWWA C 509 - Resilient-seated Gate Valves for Water Supply Service.

G. AWWA C 550 - Protective Epoxy Interior Coatings for Valves and Hydrants.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit manufacturer's product data for proposed valves for approval.

1.05 QUALITY CONTROL

A. Submit manufacturer's affidavit that gate valves are manufactured in the United States and conform to stated requirements of AWWA C 500, AWWA C 509, and this Section, and that they have been satisfactorily tested in accordance with AWWA C 500 and AWWA C 509 as appropriate.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Gate Valves: AWWA C 500, AWWA C 509, additional requirements of this Section and as shown on the Drawings. Direct bury valves and those in subsurface vaults open counter clockwise.

B. If type of valve is not indicated on Drawings, use gate valves as line valves for sizes less than 16-inches. If type of valve is indicated, no substitute is allowed.

C. Coatings for Valves: Interior and exterior surfaces shall be protected with a fusion bonded epoxy coating complying with AWWA C550. Coating shall be 10 mil dry film thickness.

D. Gate Valves 1-1/2 Inches in Diameter and Smaller: 125 psig; bronze; rising-stem; single-wedge; disc type; screwed ends.

E. Gate Valves 2 Inches to 12 Inches in Diameter: Bi-directional, resilient seated (AWWA C 509) 200 psig, bronze mounting, mechanical joint ends with rubber joint rings, and nut-operated unless otherwise specified or shown on the Drawings. Comply with details in the Drawings and the following requirements:

1. Design: Fully encapsulated rubber wedge or rubber seat ring mechanically attached with minimum 304 stainless-steel fasteners or screws; threaded connection isolated from water by compressed rubber around opening.

2. Body: Ductile iron, flange bonnet and stuffing box together with ASTM A 307 Grade B bolts. Manufacturer's initials, pressure rating, and year manufactured shall be cast in body.

3. Bronze: Valve components in waterway to contain not more than 15 percent zinc and not more than 2 percent aluminum.

4. Stems: ASTM B 763 bronze, alloy number 995 minimum yield strength of 40,000 psi; minimum elongation in 2-inches of 12 percent, non-rising.

5. O-rings: AWWA C 509, sections 2.2.6 and 4.8.2.

6. Stem Seals: Consist of three O-rings, two above and one below thrust collar with anti-friction washer located above thrust collar.

7. Stem Nut: Independent or integrally cast of ASTM B 62 bronze.

8. Resilient Wedge: Molded, synthetic rubber, vulcanized and bonded to iron wedge or attached with 304 stainless steel screws tested to meet or exceed ASTM D 429 Method B; seat against epoxy-coated surface in valve body.

9. Bolts: AWWA C 509 Section 4.4; stainless steel.

F. Gate Valves 14 Inches to 24 Inches in Diameter: AWWA C 500; mechanical joint ends with rubber rings and nut-operated unless otherwise specified or shown on the Drawings, double disc, 150 psi, and comply with the details in the Drawings and the following:

1. Body: Ductile iron; flange together bonnet and stuffing box with ASTM A 307 Grade B bolts. Manufacturer's initials, pressure rating, and year manufactured shall be cast in body. Equip with rollers, tracks, and scrapers.

2. Stems: Machined from ASTM B 62 bronze rod with integral forged thrust collar machined to size; non-rising.

3. Stem Seals: Consist of one O-ring above and one O-ring below thrust collar with anti-friction washer located above thrust collar for operating torque.

4. Stem Nut: Independent or integrally cast of ASTM B 62 bronze.

5. Discs: Cast iron with bronze disc rings securely peened into machined dovetailed grooves.

6. Wedging Device: Solid bronze or cast-iron, bronze-mounted wedges. Thin plates or shapes integrally cast into cast-iron surfaces are acceptable. Other moving surfaces integral to wedging action shall be bronze monel or nickel alloy-to-iron.

7. Bronze Mounting: Built as integral unit mounted over, or supported on, cast-iron base and of sufficient dimensions to be structurally sound and adequate for imposed forces.

8. Gear Cases: Cast iron; furnished on 18-inch and larger valves and of extended type with steel side plates, lubricated, gear case enclosed with oil seal or O-rings at shaft openings.

9. Stuffing Boxes: Located on top of bonnet and outside gear case.

G. Gate Valves 14 Inches and Larger: Furnish and equip with bypass valves.

1. Sizes: Provide 3-inch bypass valves for 14-inch through 20-inch gate valves. Provide 4-inch bypass valves for 24-inch gate valves.

H. Gate Valves Installed at Greater than 4-foot Depth: Provide non-rising, extension stem having coupling sufficient to attach securely to operating nut of valve. Upper end of extension stem shall terminate in square wrench nut no deeper than 4 feet from finished grade.

PART 3 E X E C U T I O N

3.01 INSTALLATION

A. Earthwork. Conform to applicable provisions of Section 02317 - Excavation and Backfilling for Utilities.

3.02 SETTING VALVES AND VALVE BOXES

A. Remove foreign matter from within valves prior to installation. Inspect valves in open and closed positions to verify that parts are in satisfactory working condition.

B. Poly-wrap valves in accordance with Section 02528 – Polyethylene Wrap.

C. Install valves and valve boxes where shown on Drawings. Set valves plumb and as detailed. Center valve boxes on valves. Carefully tamp earth around each valve box for minimum radius of 4 feet, or to undisturbed trench face if less than 4 feet. Install valves completely closed when placed in water line.

D. For pipe section of each valve box, use only cast iron, ductile iron, or DR18 PVC pipe cut to proper length. Size to allow future operation of valve. Assemble and brace box in vertical position as indicated on Drawings.

3.03 DISINFECTION AND TESTING

A. Disinfect valves and appurtenances as required by Section 02514 - Disinfection of Waterlines and test as required by Section 02515 - Hydrostatic Testing of Pipelines.

END OF SECTION

Section 02525

TAPPING SLEEVES AND TAPPING GATE VALVES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Tapping sleeves and tapping gate valves for connections to existing water system.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment is on a per each basis for each tapping sleeve and tapping gate valve installed under this section.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ANSI B 16.1 - Cast Iron Pipe Flanges and Flanged Fittings.

B. AWWA C 110 - Ductile-Iron and Gray-Iron Fittings, 3 in. through 48 in., for Water and other Liquids.

C. AWWA C 111 - Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings.

D. AWWA C 200 - Steel Water Pipe 6 in. And Larger.

E. AWWA C 207 - Steel Pipe Flanges for Waterworks Service - Sizes 4 in. through 144 in.

F. AWWA C 500 - Gate Valves, 3 through 48 in. NPS, for Water and Sewage Systems.

1.04 SUBMITTALS

A. Submit product data in accordance with requirements of Section 01330 - Submittal Procedures.

1.05 DELIVERY, STORAGE AND HANDLING

A. Ship steel sleeves in wooden crates that provide protection from damage to epoxy coating during transport and storage.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Tapping Sleeves:

1. Tapping Sleeve Bodies: AWWA C 110 cast or ductile iron or AWWA C 200 carbon steel in two sections to be bolted together with high-strength, corrosion-resistant, low-alloy steel bolts with mechanical joint ends.

2. Branch Outlet of Tapping Sleeve:

   a. Flanged, machined recess, AWWA C 207, Class D, ANSI 150 pound drilling.

   b. Gasket: Affixed around recess of tap opening to prevent rolling or binding during installation.

B. Tapping Gate Valves: Meet requirements of Section 02521 - Gate Valves with following exceptions:

1. Inlet Flanges:

   a. AWWA C 110; Class 125.

   b. AWWA C 110; Class 150 and higher: Minimum 8-hole flange.

2. Outlet: Standard mechanical joint to fit any standard tapping machine.

3. Valve Seat Opening: Accommodate full-size shell cutter for nominal size tap without any contact with valve body; double disc.

C. Valve Boxes: Standard valve box conforming to requirements of Section 02085 - Valve Boxes, Meter Boxes, and Meter Vaults.

PART 3 E X E C U T I O N

3.01 APPLICATION

A. Install tapping sleeves and valves at locations and of sizes shown on Drawings. Install sleeve so valve is in a horizontally level position.

B. Clean tapping sleeve, tapping valve, and pipe prior to installation and in accordance with manufacturer's instructions.

C. Hydrostatically test installed tapping sleeve to 150 psig for a minimum of 15 minutes. Inspect sleeve for leaks, and remedy leaks prior to tapping operation.

D. When tapping concrete pressure pipe, size on size, use shell cutter one standard size smaller than water line being tapped.

3.02 INSTALLATION

A. Align sleeve and tighten bolts in proper sequence so that undue stress is not placed on pipe.

B. Align tapping valve properly and attach to tapping sleeve.

C. Make tap with sharp, shell cutter.

D. Withdraw coupon and flush cuttings from newly-made tap.

E. Wrap completed tapping sleeve and valve in accordance with Section 02528 - Polyethylene Wrap.

F. Place concrete thrust block behind tapping sleeve (not over tapping sleeve and valve).

G. Request inspection of installation prior to backfilling.

H. Backfill in accordance with Section 02317 - Excavation and Backfill for Utilities.

END OF SECTION

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Section 02528

POLYETHYLENE WRAP

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Polyethylene wrap to be used in open-cut construction for ductile iron pipe when cathodic protection system is not required by Drawings.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for polyethylene wrap. Include cost of polyethylene wrap in unit price for pipes and fittings to be wrapped.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCE

A. ASTM D 1248 - Polyethylene Plastics Molding and Extrusion Materials.

B. AWWA C 105 - Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.

1.03 SUBMITTALS

A. Submit product data in accordance with Section 01330 - Submittal Procedures.

B. Submit product data for proposed film and tape for approval.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Polyethylene Film: Tubular or sheet form without tears, breaks, holidays, or defects; conforming with requirements of AWWA C 105, 2.5 to 3 percent carbon black content, either low- or high-density:

1. Low-density polyethylene film. Low-density polyethylene film shall be manufactured of virgin polyethylene material conforming to the following requirements of ASTM D 1248.

a. Raw material.

(1) Type : I

(2) Class: C (black)

(3) Grade: E-5

(4) Flow rate (formerly melt index): 0.4 g/10 minute, maximum

(5) Dielectric strength: Volume resistivity, 10^{15} ohm-cm, minimum

b. Physical properties.

(1) Tensile strength: 1200 psi, minimum

(2) Elongation: 300 percent, minimum

(3) Dielectric strength: 800 V/mil thickness, minimum

c. Thickness: Low-density polyethylene film shall have a nominal thickness of 0.008 inch. The minus tolerance on thickness is 10 percent of the nominal thickness.

2. High-density, cross-laminated polyethylene film. High-density, cross laminated polyethylene film shall be manufactured of virgin polyethylene material conforming to the following requirements of ASTM D 1248

a. Raw material.

(1) Type: III

(2) Class: C (black)

(3) Grade: P33

(4) Flow rate (formerly melt index): 0.4 to 0.5g/10 minute, maximum

(5) Dielectric strength: Volume resistivity, 10^{15} ohm-cm, minimum

b. Physical properties.

(1) Tensile strength: 5000 psi, minimum

(2) Elongation: 100 percent, minimum

(3) Dielectric strength: 800 V/mil thickness, minimum

c. Thickness: Film shall have a nominal thickness of 0.004 inch. The minus tolerance of thickness is 10 percent of the nominal thickness.

B. Polyethylene Tape: Provide 3-inch-wide, plastic-backed, adhesive tape; Paleocene No. 900, Scotchwrap No. 50, or approved equal.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Remove lumps of clay, mud, and cinders from pipe surface prior to installation of polyethylene encasement. Prevent soil or embedment material from becoming trapped between pipe and polyethylene.

B. Fit polyethylene film to contour of pipe to effect a snug, but not tight fit; encase with minimum space between polyethylene and pipe. Allow sufficient slack in contouring to prevent stretching polyethylene where it bridges irregular surfaces, such as bell-spigot interfaces, bolted joints, or fittings, and to prevent damage to polyethylene due to backfilling operations. Secure overlaps and ends with adhesive tape to hold polyethylene encasement in place until backfilling operations are complete.

C. For installations below water table or in areas subject to tidal actions, seal both ends of polyethylene tube with adhesive tape at joint overlap.

3.02 INSTALLATION

A. Tubular Type (Method A):

1. Cut polyethylene tube to a length approximately 2 feet longer than pipe section. Slip tube around pipe, centering tube to provide 1-foot overlap on each adjacent pipe section, and bunching it accordion-fashion lengthwise until it clears pipe ends.

2. Lower pipe into trench and make up pipe joint with preceding section of pipe. Make shallow bell hole at joints to facilitate installation of polyethylene tube.

3. After assembling pipe joint, make overlap of polyethylene tube. Pull bunched polyethylene from preceding length of pipe, slip it over end of adjoining length of pipe, and secure in place. Then slip end of polyethylene from adjoining pipe section over end of first wrap until it overlaps joint at end of preceding length of pipe. Secure overlap in place. Take up slack width at top of pipe to make a snug, but not tight, fit along barrel of pipe, securing fold at quarter points.

4. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

B. Tubular Type (Method B):

1. Cut polyethylene tube to a length approximately 1 foot shorter than pipe section. Slip tube around pipe, centering it to provide 6 inches of bare pipe at each end. Take up slack width at top of pipe to make a snug, but not tight, fit along barrel of pipe, securing fold at quarter points; secure ends.

2. Before making up joint, slip 3-foot length of polyethylene tube over end of preceding pipe section, bunching in accordion-fashion lengthwise. After completing joint, pull 3-foot length of polyethylene over joint, overlapping polyethylene previously placed on each adjacent section of pipe by at least 1 foot; make each end snug and secure.

3. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

C. Sheet Type:

1. Cut polyethylene sheet to a length approximately 2 feet longer than pipe section. Center length to provide 1-foot overlap on each adjacent pipe section, bunching sheet until it clears pipe ends. Wrap polyethylene around pipe so that sheet circumferentially overlaps top quadrant of pipe. Secure cut edge of polyethylene sheet at intervals of approximately 3 feet.

2. Lower wrapped pipe into trench and make up pipe joint with preceding section of pipe. Make shallow bell hole at joints to facilitate installation of polyethylene. After completing joint, make overlap and secure ends.

3. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

D. Pipe-shaped Appurtenances: Cover bends, reducers, offsets, and other pipe-shaped appurtenances with polyethylene in same manner as pipe.

E. Odd-shaped Appurtenances: When it is not practical to wrap valves, tees, crosses, and other odd-shaped pieces in tube, wrap with flat sheet or split length of polyethylene tube by passing sheet around appurtenance and encasing it. Make seams by bringing edges together, folding over twice, and taping down. Tape polyethylene securely in place at valve stem and other penetrations.

F. Openings in Encasement: Create openings for branches, service taps, blowoffs, air valves, and similar appurtenances by making an X-shaped cut in polyethylene and temporarily folding back film. After appurtenance is installed, tape slack securely to appurtenance and repair cut, as well as other damaged area in polyethylene, with tape. Service taps may also be made directly through polyethylene, with any resulting damaged areas being repaired as specified.

G. Junctions between Wrapped and Unwrapped Pipe: Where polyethylene-wrapped pipe joins an adjacent pipe that is not wrapped, extend polyethylene wrap to cover adjacent pipe for distance of at least 3 feet. Secure end with circumferential turns of tape. Wrap service lines of dissimilar metals with polyethylene or suitable dielectric tape for minimum clear distance of 3 feet away from ductile iron pipe.

3.03 REPAIRS

A. Repair any cuts, tears, punctures, or damage to polyethylene with adhesive tape or with short length of polyethylene sheet or cut open tube, wrapped around pipe to cover damaged area, and secured in place.

END OF SECTION

Section 02535

NON-METALLIC UTILITY LINE MARKING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Furnishing and installation of utility marking tape capable of being detected electronically and marker posts, all in conjunction with backfill of non-metallic utility lines.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for non-metallic utility line marking. Include the cost of such marking in related work.

2. Refer to Section 01270 - Measurement and Payment for Unit Price Procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for Work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Non-metallic utility line. Pressure or gravity flow pipelines constructed predominantly of PVC, HDPE, Clay, or other non-ferrous materials.

1.04 REFERENCE STANDARDS

A. ASTM D 2103 - Specification for Polyethylene Film and Sheeting

1.05 SUBMITTALS

A. Submittals shall conform to requirements of Section 01300 - Submittals.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Metalized tape shall be manufactured specifically for warning and identification of buried utility lines. Tapes shall be inert plastic specially formulated for prolonged use underground and shall be resistant to alkalies, acids and other destructive agents found in the soil. Tape shall be provided in rolls, 3-inch minimum width, color coded for intended service with warning and identification imprinted in bold black letters continuously and repeatedly over entire tape length. Warning and identification shall be "CAUTION BURIED [SEWER] [WATER] PIPELINE" or similar wording. Color code and letter coding shall be permanent, unaffected by moisture and other substances contained in trench backfill material.

B. Color Codes shall be as follows:

1. Water Pipeline: Blue
2. Sewer Pipeline (both gravity and pressure): Green

C. Buried warning, identification, and locator tape for use in trenches containing non-metallic water and sewer lines shall be 5.5-mil composition film containing one layer of metalized foil laminated between two layers of inert plastic film. Tape shall be detectable by cable locating equipment used to locate underground utility pipelines.

D. Drivable, Flexible, Composite Utility Marker: Shall be durable, reinforced composite posts manufactured specifically for warning and identification of buried utility lines. Posts shall be 3-1/2 inches minimum width and a minimum of 78 inches in length, color coded for intended service with a 3-inch wide warning and identification decal attached. Warning and identification shall be "CAUTION BURIED [SEWER] [WATER] PIPELINE" or similar wording. Code and letter coloring shall be permanent.

PART 3 E X E C U T I O N

3.01 INSTALLATION OF BURIED WARNING, IDENTIFICATION, AND LOCATOR TAPE.

A. Install tape continuously in backfill directly over buried utility pipeline, 6 to 24 inches below finished grade. Terminate marked segment no farther than 3 feet from an accessory of the pipeline (manholes, cleanouts, valve boxes, etc.).

3.02 INSTALLATION OF DRIVABLE, FLEXIBLE, COMPOSITE UTILITY MARKERS.

A. Location: Install flexible, composite utility markers in unpaved / undeveloped areas, highway, railroad, fence crossings, changes in pipeline direction, and as directed by the Resident Project Representative.

B. Installation: Install in a true, vertical plane directly over or immediately adjacent (within 2 feet) to the utilities to which they relate. Posts shall be driven to provide an anchoring depth of 30 inches.

END OF SECTION

SECTION 02711

CHAIN LINK FENCE

PART 1 GENERAL

1.01 DESCRIPTION

A. Work under this section includes furnishing and installation of all chain link fence, grates, and accessories complete with all required accessories, as shown on the drawings and as specified herein.

B. Refer to the following Sections for related work:

1. Section 02220 - Earth Work
2. Section 03300 - Cast-In-Place Concrete

1.02 QUALITY ASSURANCE

A. Steel pipe for posts and accessories shall be hot dip galvanized conforming to provisions of ASTM A-123 for zinc coating.

B. Chain link fabric shall conform to ASTM A-392 Class 2 for wire galvanized coating.

1.03 SUBMITTALS

A. Submit complete installation shop drawings showing placement of posts, bracing and gates. Do not begin work prior to approval of submittal.

PART 2 PRODUCT

2.01 MATERIALS

A. Gate posts shall be schedule 0 pipe 2-7/8 inch outside diameter for single gates 6 feet or less in width and double gates 12 feet or less in width for fences less than 72 inches high. Rolling gates shall be supported on rolling wheels at the top of the gate. Minimum clearance shall be 1 foot.

B. End, corner and slope posts shall be schedule 0 pipe 2-3/8 inch outside diameter for fences less than 72 inches high.

C. Line posts shall be schedule 0 pipe 1-7/8 inch outside diameter for fences less than 72 inches high.

D. Top rail shall be schedule 0 pipe 1-5/8 inch outside diameter.

E. Horizontal braces shall be schedule 0 pipe 1-5/8 inch outside diameter with 3/8 inch truss rod at all gate and terminal posts.

F. Chain link fabric shall be woven from 9 gage wire with knuckled finish top and bottom edges.

G. Gate frames shall be schedule 0 pipe 1-7/8 inch outside diameter.

H. All incidental fittings, braces, post caps, gate hinges shall be manufacturer's standard metal fittings, coated as previously specified for posts.

2.02 FABRICATION

A. Fabricate all components form new ferrous galvanized materials. Chain link fabric to be galvanized after fabrication.

PART 3 EXECUTION

3.01 PREPARATION

A. Verify location of fencing with approved shop drawings and layout of property.

3.02 INSTALLATION

A. Footings shall be concrete a minimum of 8 inches diameter. Footings for line posts shall be at least 3 feet deep, gate posts shall be at least 4 feet deep. Crown footings to shed water. Concrete shall meet Section 03300 requirements. Line posts at 10 feet o.c. maximum. The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.

B. Attach fabric, bracing, gates and accessories in conformance with manufacturer's standard. Fabric to be placed on outward facing side of posts. Gates shall have provision for padlock security fastening.

C. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

D. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

E. The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 inch or more than 4 inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

3.03 CLEANUP

A. Inspect fence, touch-up any damaged finish, remove all work related debris.

END OF SECTION

Section 02740

ASPHALT OVERLAY AND BASE REPAIR

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. This item shall consist of repairing the existing pavement and base, installation of asphaltic concrete level-up course, and asphaltic concrete overlay as herein specified and in conformity with typical sections, lines and grades shown on the plans and established by the Engineer.

1.02 MEASUREMENT AND PAYMENT

A. Tack Coat will be measured at the point of application to the street in gallons at the applied temperature. Hot mixed asphalt pavement shall be measured by the number of square yards complete in-place.

B. Hot mixed asphalt will be measured by the number of square yards complete in-place.

C. The work performed and materials furnished as prescribed by this item and measured as provided under “Measurement” will be paid for at the unit price bid for:

a. “Tack Coat”

b. “Hot Mixed Asphaltic Pavement, Type “D”

D. The unit bid price shall be full compensation for furnishing all material, freight, heating, mixing, hauling, cleaning of the existing base course or pavement, pavement preparation, tack coat, placing asphaltic concrete mixture, rolling and finishing, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

1.03 REFERENCES – Not Used

1.04 SUBMITTALS – Not Used

PART 2 P R O D U C T S

2.01 MATERIALS

E. Hot Mix Asphaltic Concrete: The hot mix asphaltic concrete shall conform to the requirements of the Texas Department of Transportation 1993 Specifications, Item 340. The paving mixture to be used shall be type designated on the plans. The Contractor shall provide appropriate documentation from the producer and a commercial laboratory that the hot mix asphaltic concrete used in the overlay meets these requirements. The asphalt to be used shall be A.C. 10.

F. Tack Coat shall be AC-5

PART 3 E X E C U T I O N

3.01 PREPARATION

A. The pavement surface shall be dry free of dirt, grease and loose material. All "pot holes" shall be cleaned, primed and repaired with hot mix asphaltic concrete. Large cracks (greater than ¼ inch) shall be filled with AC-5. Level-up course shall be applied as needed and as directed by the Engineer.

3.03 BASE REPAIR

A. The existing base and asphaltic mat to be scarified and reshaped shall first be cleaned of all dirt, vegetation or other objectionable materials, and then scarified to a minimum depth of 6 inches. In no case shall the underlying sub-grade be disturbed. The asphaltic mat may either be removed and disposed of by the Contractor or broken into particles not more than 2 inches in their greatest dimensions. Caliche base shall be added as necessary to bring the surface to finish shape and grade as shown on the plans. Such caliche added shall be subsidiary to the various pay items.

B. The reshaped surface and base shall be sprinkled as required and rolled as directed until a uniform compaction is secured. Throughout this entire operation, the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections shown on plans and to the established lines and grades. In that area on which pavement is to be placed, any deviation in excess of ¼ inch in cross-section in a length of 12 feet measured longitudinally shall be corrected by loosening, adding or removing material reshaping and re-compacting by sprinkling and rolling. All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

C. The Contractor shall "proof roll" the finish surface and directed by the Engineer to determine any weak spots. The "proof rolling" will be done with a loaded water truck (2000 gallon maximum).

D. "Base Repair" is specified based on the assumption that the underlying courses have not failed and have adequate strength to support the loads applied to them during construction. The Contractor may "proof roll" the area designated for "scarify and reshape surface and base" before beginning work. If such "proof rolling" indicates failure in the underlying courses a "change order" will be made to pay for the additional work to repair the underlying courses. Once work has begun on an area, the Contractor shall be responsible for any failures in the underlying courses. Should the areas of "scarified and reshaped surface and base", due to any reason or cause, lose the required stability, density and finish before the surfacing is complete, it shall be re-compacted and refinished at the sole expense of the Contractor. Prime coat shall be subsidiary to "Scarify and Reshape Surface and Base".

3.04 TACK COAT

A. Tack coat shall be sprayed uniformly in one pass at a spray width of the existing roadway. The tack coat shall not be placed more than 1 inch onto the lip of the "Curb and Gutter", "Valley Gutter" or edge of pavement. The tack coat shall be uniformly metered at the rate specified on the plans with a tolerance of plus or minus 0.05 gallons per square yard. Any excessive spills shall be removed and any obvious deviation from the rate specified will be rejected by the Engineer.

3.05 HOT MIX ASPHALTIC CONCRETE (HMAC)

A. The prime coat, tack coat or 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 50°F and is rising.

B. The air temperature shall be taken in the shade away from artificial heat. It is further provided that the prime coat, tack coat, or asphaltic mixture shall be placed only when the humidity, general weather conditions, and temperature and moisture condition of the base, in the opinion of the Engineer, are suitable.

C. If the temperature of the asphaltic mixture of a load or any part of a load becomes less than 225°F or more than 350°F after being dumped from the mixer and prior to passing through the lay-down machine, all or any part of the load may be rejected.

a. Prime Coat: A prime coat shall be applied at the rate shown on the plans. The application temperature shall be as provided above. The tack coat or asphaltic concrete shall not be applied on a previously primed flexible base until the primed base has completely cured to the satisfaction of the Engineer.

b. Tack Coat: 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 specified in the plans. This tack coat shall be applied, as directed by the Engineer, with an approved sprayer at a rate not to exceed 0.10 gallons per square yard or surface. 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 tack coat. The tack coat shall be rolled with a pneumatic tire roller when directed by the Engineer.

c. Transporting Asphaltic Concrete: The asphaltic mixture, prepared as specified above, shall be hauled to the work 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. In cool weather or for long hauls, canvas covers and insulating of the truck bodies may be required. The inside of the truck body may be given a light coating of oil, lime slurry or other material satisfactory to the Engineer, if necessary, to prevent mixture from adhering to the body.

d. Placing:

i. Generally, the asphaltic mixture shall be dumped and spread on the approved prepared surface with specified spreading and finishing machine, in such manner that when properly compacted the finished pavement will be smooth, of uniform density and will meet the requirement of the typical cross sections and the surface tests. During the application of asphaltic materials, care shall be taken to prevent splattering of adjacent pavement; curb and gutter and structures.

ii. In placing a level-up course with the spreading and finishing machine, binder twine or cord shall be set to line and grade established by the Engineer. If approved by the Engineer, level-up courses may be spread with a motor grader.

iii. 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 where 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 approved methods.

iv. Flush Structures. Adjacent to flush curbs, gutters, liners and structures, the surface shall be finished uniformly high so that when compacted it will be slightly above the edge of the curb or flush structure.

e. Compacting:

i. Rolling with the three wheel and tandem rollers 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. On super-elevated curves, rolling shall begin at the low side and progress toward the high side unless otherwise directed by the Engineer. Rolling with pneumatic-tire roller shall be done as needed. Rolling shall be continued until no further compression can be obtained and all roller marks are eliminated. One tandem roller, one pneumatic-tire roller and at least one three wheel roller, as specified above shall be provided for each job. If the Contractor elects, he may substitute the three axle tandem roller for the two axle tandem roller and/or the three wheel roller; but in no case shall less than three roller be in use on each job. Additional rollers shall be provided if needed. 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 rakes and of fresh mixtures where required. The roller shall not be allowed to stand on pavement which has not been fully compacted. To prevent adhesion of the surface 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 pavement, either when the rollers are in operation or when standing.

ii. In lieu of the rolling equipment specified, the Contractor may, upon written permission from the Engineer, operate other compacting equipment that will produce 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.

iii. Hand Tamping: 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.

f. Opening to Traffic:

i. The pavement shall be opened to traffic when directed by the Engineer. The Contractor's attention is directed to the fact that all construction traffic allowed on pavement open to the public will be subject to the laws governing traffic on Public Roads and Streets.

ii. If the surface ravels, it will be the Contractor's responsibility to correct this condition at this expense.

g. Density Test - Acceptance Sampling and Testing of Hot Mix Asphaltic Concrete (Compaction):

i. Hot Mix Asphaltic Concrete will be accepted for density on a lot basis. A lot will consist of one day's production or 1,200 tons, whichever is less and shall be divided into four equal sublots. One test shall be made for each sublot.

ii. Each lot of pavement will be accepted, with respect to density, when the average field density is equal to or greater than 92 percent of the average maximum theoretical density as determined in accordance with ASTM D2041, and when no individual determination is less than 91.0 percent of the average maximum theoretical density. Four field density determinations will be made for each lot. Cores or sawed samples taken from the pavement will be used to determine the field density. The density of the cored or sawed samples shall be determined in accordance with ASTM D2726.

iii. The same specimen shall be used for determining both the maximum theoretical density and field density. Specimens used for field density determination shall be carefully crumbled, using heat if necessary, and maximum theoretical density determined in accordance with ASTM D2041. If heating is necessary, the specimen shall be heated to the lowest temperature required for proper preparation of the sample.

iv. The use of nuclear field density determination shall not be used as the basis for acceptance with respect density.

Table 8
Sliding Scale Pay Factors
(Density Based on Percent of Maximum Theoretical)

Average Percent Density*	Recommended Percent Payment
92 or above	100
91.0 - 91.9	90
Below 91.0	Reject **

* Average of 4 samples.
** If the Owner agrees to accept densities below 91.0%, the pay factor for density shall be 50%.

h. Surface Tests:

i. Tests for conformity with the specified crown and grade shall be made by the Contractor immediately after final rolling. Any variation exceeding the specified tolerances shall immediately be corrected by removing the defective work and replacing with new material, as directed by the Engineer. Any correction required shall be at the sole expense of the Contractor.

ii. For surface course, the finished surface shall not vary more than ¼ inch (6.35 mm) when tested with a 16-foot straightedge applied parallel with, or at right angles to, the centerline.

iii. The finished surfaces of hot mix asphaltic concrete shall not vary from the grade line, elevations and cross sections shown on the plans by more than ½ inch (12.7 mm). The Contractor shall correct pavement areas varying in excess of this amount

by removing and replacing the defective work. Skin patching shall not be permitted for correction of low areas nor shall planning be permitted for correction of high areas.

i. Sampling Pavement:

i. Samples for determination of thickness and density of completed pavements shall be obtained by the Contractor at no extra cost. The size, number and locations of the samples will be as directed by the Engineer. Samples shall be neatly cut with a saw, core drill or other approved equipment. The Contractor shall furnish all tools, labor and materials for cutting samples and replacing pavement.

ii. All tests necessary to determine conformance with the specified requirements will be performed without cost to the Contractor; however, any required retests shall be performed at the Contractor's cost.

END OF SECTION

Section 02741

ASPHALTIC CONCRETE PAVEMENT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Surface courses of compacted mixture of coarse and fine aggregates and asphaltic material.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for asphaltic concrete pavement is on square yard basis. Separate pay items reused for each different required thickness of pavement.

2. Payment for asphaltic concrete pavement includes payment for associated work performed in accordance with Section 02743 - Tack Coat.

3. Payment for asphaltic concrete in miscellaneous areas is on a square yard basis. Miscellaneous areas include tie-in to existing driveways.

4. No separate payment will be made under this section for asphaltic concrete provided for Section 02744-Pavement Repair.

5. Refer to Section 01270 - Measurement and Payment for unit price procedures.

6. Refer to Paragraph 3.08 for unit price adjustments.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregates.

B. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. ASTM C 136 - Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

D. TxDOT Tex-126-E - Molding, Testing, and Evaluation of Bituminous Black Base Material.

E. TxDOT Tex-106-E - Method of Calculating the Plasticity Index of Soils.

F. TxDOT Tex-203-F - Sand Equivalent Test.

G. TxDOT Tex-204-F - Design of Bituminous Mixtures.

H. TxDOT Tex-207-F - Determination of Density of Compacted Bituminous Mixtures.

I. TxDOT Tex-208-F - Test for Stabilometer Value of Bituminous Mixtures.

J. TxDOT Tex-217-F - Determination of Deleterious Material and Decantation Test for Coarse Aggregates.

K. TxDOT Tex-227-F - Theoretical Maximum Specific Gravity of Bituminous Mixtures

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit certificates that asphaltic materials and aggregates meet requirements of Article 2.01, Materials, of this Section.

C. Submit proposed design mix and test data for each type and strength of surface course in Work.

D. Submit manufacturer's description and characteristics of mixing plant for approval.

D. Submit manufacturer's description and characteristics of spreading and finishing machine for approval.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Coarse Aggregate: Gravel or crushed stone, or combination thereof, that is retained on No. 10 sieve, uniform in quality throughout and free from dirt, organic or other injurious matter occurring either free or as coating on aggregate. Aggregate shall conform to ASTM C 33 except for gradation. Furnish rock or gravel with Los Angeles abrasion loss not to exceed 40 percent by weight when tested in accordance with ASTM C 131.

B. Fine Aggregate: Sand or stone screenings or combination of both passing No. 10 sieve. Aggregate shall conform to ASTM C 33 except for gradation. Use sand composed of sound, durable stone particles free from loams or other injurious foreign matter. Furnish screenings of same or similar material as specified for coarse aggregate. Plasticity index of that part of fine aggregate passing No. 40 sieve shall be not more than 6 when tested by Tex-106-E. Sand equivalent shall have a minimum value of 45 when tested by Tex-203-F.

C. Composite Aggregate: Conform to following limits when graded in accordance with ASTM C 136.

GRADUATION OF COMPOSITE AGGREGATE	
Sieve Size	**Percent Passing**
1/2"	100
3/8”	85 to 100
#4	50 to 70
#10	32 to 42
#40	11 to 26
#80	4 to 14
#200	1 to 6*
*2 to 8 when Test Method Tex – 200 - F, Part II (Washed Sieve Analysis) is used	

D. Asphaltic Material: Moisture-free homogeneous material which will not foam when heated to 347 degrees F, meeting following requirements:

VISCOSITY GRADE				
	AC-10		AC-20	
TEST	Min.	Max.	Min.	Max.
Viscosity, 140º F stokes	1000	± 200	2000	± 400
Viscosity, 275º F stokes	1.9	-	2.5	-
Penetration, 77º F, 100g, 5 sec.	85	-	55	-
Flash Point, C.O.C., F.	450	-	450	-
Solubility in trichloroethylene, percent	99.0	-	99.0	-
Tests on residues from thin film oven tests:				
Viscosity, 140º F stokes		3000	-	6000
Ductility, 77º F, 5 cms per min., cms	100	-	70	-
Spot tests	Negative for all grades			

1. Material shall not be cracked.

2.02 EQUIPMENT

A. Mixing Plant: Weight-batching or drum mix plant with capacity for producing Continuously mixtures meeting specifications. Plant shall have satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins, and dust collectors. Provide equipment to supply materials adequately in accordance with rated capacity of plant and produce finished material within specified tolerances. Following equipment is essential:

1. Cold aggregate bins and proportioning device.
2. Dryer.
3. Screens.
4. Aggregate weight box and batching scales.
5. Mixer.
6. Asphalt storage and heating devices.
7. Asphalt measuring devices.
8. Truck scales.

B. Bins: Separate aggregate into minimum of four bins to produce consistently uniform grading and asphalt content in completed mix.

2.03 MIXES

A. Employ a certified testing laboratory to prepare design mixes. Test in accordance with Tex-126-E or Tex-204-F and Tex-208-F.

B. Density and Stability Requirements:

Percent Density		Percent	HVEEM Stability Percent
Min.	Max.	Optimum	Not Less Than
94.5	97.5	96	35

C. Proportions for Asphaltic Material: Provide 4 to 8 percent of mixture by weight. Aggregate by weight shall not contain more than 1.0 percent by weight of fine dust, clay-like particles, or silt when tested in accordance with Tex-217-F, Part II.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify compacted base course is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Prime Coat: If indicated on the Drawings, apply a prime coat conforming to requirements of Section 02742 - Prime Coat. Do not apply a tack coat until primed base has cured to satisfaction of Resident Project Representative.

B. Tack Coat: Conform to requirements of Section 02743 - Tack Coat.

C. Prepare subgrade in advance of asphaltic concrete paving operation.

D. Do not use cutback asphalt during the period of April 16 to September 15.

3.03 PLACEMENT

A. Do not place asphaltic mixture when air temperature is below 50 degrees F and falling. Mixture may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

B. Haul prepared and heated asphaltic concrete mixture to the project in tight vehicles previously cleaned of foreign material. Mixture shall be at temperature between 250 degrees F and 325 degrees F when laid.

C. Spread material into place with approved mechanical spreading and finishing machine of screening or tamping type.

D. Surface Course Material: Surface course 2 inches or less in thickness may be spread in one lift. Spread lifts in such manner that, when compacted, finished course will be smooth, of uniform density, and will be to section, line and grade as shown. Place construction joints on surface courses to coincide with lane lines or as directed by Resident Project Representative.

E. Place courses as nearly continuously as possible. Pass roller over unprotected ends of Freshly laid mixture only when mixture has cooled. When work is resumed, cut back laid material to produce slightly beveled edge for full thickness of course. Remove old material which has been cut away and lay new mix against fresh cut.

F. When new asphalt is laid against existing or old asphalt, existing or old asphalt shall be saw cut full depth to provide straight smooth joint.

G. In restricted areas where use of paver is impractical, spread and finish asphalt by Mechanical compactor. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of mix. Do not broadcast material. Remove any lumps that do not break down readily. Place asphalt courses in same sequence as if placed by machine.

3.04 COMPACTION

A. Begin rolling while pavement is still hot and as soon as it will bear roller without undue displacement or hair cracking. Keep wheels properly moistened with water to prevent adhesion of surface mixture. Do not use excessive water.

B. Compress surface thoroughly and uniformly, first with power-driven, 3-wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by starting at side and rolling longitudinally toward center of pavement, overlapping on successive trips by at least one-half width of rear wheels. Make alternate trips slightly different in length. Continue rolling until no further compression can be obtained and rolling marks are eliminated. Complete rolling before mixture temperature drops below 175 degrees F.

C. Use tandem roller for final rolling. Double coverage with approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.

D. Along walls, curbs, headers and similar structures, and in locations not accessible to rollers, compact mixture thoroughly with lightly oiled tamps.

E. Compact binder course and surface course to density not less than 94 percent nor more than 98 percent of the maximum possible density of voidless mixture composed of same materials in like proportions.

3.05 TOLERANCES

A. Furnish templates for checking surface in finished sections. Maximum deflection of templates, when supported at center, shall not exceed 1/8 inch.

B. Completed surface, when tested with 10-foot straightedge laid parallel to center line of pavement, shall show no deviation in excess of 1/8 inch in 10 feet. Correct any surface not meeting this requirement.

3.06 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Minimum of one core will be taken at random locations per 1000 feet per lane of roadway or 500 square yards of base to determine in-place depth and density.

C. In-place density will be determined in accordance with Tex-207-F and Tex-227-F from cores or sections. Other methods of determining in-place density, which correlate satisfactorily with results obtained from roadway specimens, may be used when approved by Engineer.

D. Contractor may, at his own expense, request three additional cores in vicinity of cores indicating nonconforming in-place depths. In-place depth at these locations shall be average depth of four cores.

E. Fill cores and density test sections with new compacted asphaltic concrete.

3.07 NONCONFORMING PAVEMENT

A. Remove and replace any non – conforming pavement.

B. Remove and replace areas of asphalt found deficient in thickness by more than 10 percent. Use new asphaltic base of thickness shown on Drawings.

C. Replace nonconforming pavement sections.

3.08 UNIT PRICE ADJUSTMENT

A. Unit price adjustments shall be made for in-place depth determined by cores as follows:

1. Adjusted Unit Price shall be ratio of average thickness as determined by cores to thickness bid upon, times unit price bid.

2. Adjustment shall apply to lower limit of 90 percent and upper limit of 105 percent of unit price.

3. Average depth below 90 percent may be rejected by Engineer.

3.09 PROTECTION

A. Do not open pavement to traffic until 12 hours after completion of rolling, or as shown on Drawings.

B. Maintain asphaltic concrete pavement in good condition until completion of Work.

C. Repair defects immediately by replacing asphaltic concrete pavement to full depth.

END OF SECTION

SECTION 02744

PAVEMENT REPAIR

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This item shall consist of repairing the existing pavement, scarifying, removing existing asphalt and base material, adding new base, prime coat and application of asphalt overlay as herein specified and in conformity with typical sections, lines and grades shown in the plans and established by the Engineer.

PART 2 - PRODUCTS

2.01 GENERAL:

A. All materials provided under this item shall be new and meet or exceed the requirements of the item for which they are part of.

B. Additional materials to meet the intent of this item shall be provided as required.

2.02 MATERIALS:

A. FLEXIBLE BASE

1. The flexible base shall be crushed limestone as specified in Specification CL1 based upon Texas Department of Transportation Item 247.

B. HOT MIX ASPHALTIC CONCRETE

1. H.M.A.C. surfacing shall be “Type D” (Fine graded surface course) (Modified) as described elsewhere in these specifications.

C. PRIME COAT

1. Prime coat shall be CSS-IH liquid asphalt.

PART 3 - EXECUTION

3.01 SCARIFY AND RESHAPE SURFACE AND BASE:

A. The existing base and asphaltic mat to be scarified shall first be cleansed of all dirt, vegetation or other objectionable materials, and then scarified to a minimum depth of 8 inches.

B. The asphaltic mat and base shall be removed and disposed of by the Contractor.

C. New flexible base shall be added to bring the surface to a finished shape and grade as shown on the plans.

D. The reshaped surface and base shall be sprinkled as required and rolled as directed until a uniform compaction is secured.

E. Throughout this entire operation, the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections shown on plans and to the established lines and grades.

F. In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 12 feet measured longitudinally shall be corrected by loosening, adding and rolling, all irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, re-shaping and re-compacting by sprinkling and rolling.

G. The Contractor shall “proof roll” the finish surface as directed by the Engineer to determine any weak spots.

H. “Scarify and reshape surface and base” is specified based on the assumption that the underlying courses have not failed and have adequate strength to support the loads applied to them during construction.

I. The Contractor may “proof roll” the area designated for “scarify and reshape surface and base” before beginning work.

J. If such “proof rolling” indicates failure in the underlying courses, the unstable material is to be removed, and replaced with Lime Stabilized Subgrade Material.

K. The replacing of the underlying material shall be measured and paid for by the square yard of Lime Treated Subgrade (8” thick).

L. Once work has begun on an area, the Contractor shall be responsible for any failures in the underlying courses.

M. Should the areas of “scarified and reshaped surface and base”, due to any reason or cause, lose the required stability, density and finish before the surfacing is complete, it shall be re-compacted and refinished at the sole expense of the Contractor.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No bid item is established for these items, this work shall be considered subsidiary to the contract and no direct payment will be made.

END OF SECTION

Section 02753

CONCRETE PAVEMENT CURING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Curing of Portland cement concrete paving.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for concrete curing under this Section. Include payment in unit price for Concrete Paving, Concrete Sidewalks, Curbs, and Curb and Gutters.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM C 171 - Standard Specifications for Sheet Materials for Curing Concrete.

B. ASTM C 309 - Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit manufacturer's product data for cover materials and liquid membrane-forming compounds.

PART 2 P R O D U C T S

2.01 COVER MATERIALS FOR CURING

A. Curing materials shall conform to one of the following:

1. Polyethylene Film: Opaque pigmented white film conforming to requirements of ASTM C 171.

2. Waterproofed Paper: Paper conforming to requirements of ASTM C 171.

3. Cotton Mats: Single layer of cotton filler completely enclosed in cover of cotton cloth. Mats shall contain not less than 3/4 of a pound of uniformly distributed cotton filler per square yard of mat. Cotton cloth used for covering materials shall weigh not less than 6 ounces per square yard. Mats shall be stitched so that mat will contact surface of pavement at all points when saturated with water.

2.02 LIQUID MEMBRANE-FORMING COMPOUNDS

A. Liquid membrane-forming compounds shall conform to ASTM C 309. Membrane shall restrict loss of water to not more than 0.55 kg/m^2 of surface in 72 hours.

PART 3 E X E C U T I O N

3.01 CURING REQUIREMENT

A. Concrete pavement shall be cured by protecting it against loss of moisture for period of not less than 72 hours immediately upon completion of finishing operations. Do not use membrane curing for concrete pavement to be overlaid by asphaltic concrete.

B. Failure to provide sufficient cover material shall be cause for immediate suspension of concreting operations.

3.02 POLYETHYLENE FILM CURING

A. Immediately after finishing surface, and after concrete has taken its initial set, apply water in the form of a fine spray. Cover surface with polyethylene film so film will remain in direct contact with surface during specified curing period.

B. Cover entire surface and both edges of pavement slab. Joints in film sheets shall overlap minimum of 12 inches. Immediately repair tears or holes occurring during curing period by placing acceptable moisture-proof patches or by replacing.

3.03 WATERPROOFED PAPER CURING

A. Immediately after finishing surface, and after concrete has taken its initial set, apply water in form of fine spray. Cover surface with waterproofed paper so paper will remain in direct contact with surface during specified curing period.

B. Prepare waterproofed paper to form blankets of sufficient width to cover entire surface and both edges of pavement slab, and not be more than 60 feet in length. Joints in blankets caused by joining paper sheets shall lap not less than 5 inches and shall be securely sealed with asphalt cement having melting point of approximately 180 degrees F. Place blankets to secure an overlap of at least 12 inches. Tears or holes appearing in paper during curing period shall be immediately repaired by cementing patches over defects.

3.04 COTTON MAT CURING

A. Immediately after finishing surface, and after concrete has taken its initial set, completely cover surface with cotton mats, thoroughly saturated before application, in such manner that they will contact surface of pavement equally at all points.

B. Mats shall remain on pavement for specified curing period. Keep mats saturated so that, when lightly compressed, water will drip freely from them. Keep banked earth or cotton mat covering edges saturated.

3.05 LIQUID MEMBRANE-FORMING COMPOUNDS

A. Immediately after finishing surface, and after concrete has taken its initial set, apply liquid membrane-forming compound in accordance with manufacturer's instructions.

END OF SECTION

Section 02754

CONCRETE DRIVEWAYS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Portland cement concrete driveways.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for concrete driveways is on square yard basis.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Concrete: Conform to material and proportion requirements for concrete of Section 02751 - Concrete Paving.

B. Reinforcing Steel: Conform to material requirements for welded wire fabric of Section 02751 - Concrete Paving.

C. Preformed Expansion Joint Material: Conform to material requirements for preformed expansion joint material of Section 02752 - Concrete Pavement Joints.

D. Expansion Joint Filler: Conform to material requirements for expansion joint material of Section 02752 - Concrete Pavement Joints.

E. Subgrade Materials: Conform to subgrade material requirements of Section 02336 - Lime Stabilized Subgrade, Section 02337 - Lime/Fly-Ash Stabilized Subgrade, or Section 02338 - Portland Cement Stabilized Subgrade.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Prepare subgrade in accordance with applicable portions of Section 02336 - Lime Stabilized Subgrade, Section 02337 - Lime/Fly-Ash Stabilized Subgrade, and Section 02338 - Portland Cement Stabilized Subgrade.

3.02 PLACEMENT

A. Place and finish concrete in accordance with applicable portions of Section 02751 - Concrete Paving.

3.03 JOINTS

A. Install joints in concrete driveway in accordance with Section 02752 - Concrete Pavement Joints.

3.04 CONCRETE CURING

A. Cure concrete driveway in accordance with Section 02753 - Concrete Pavement Curing.

3.05 PROTECTION

A. Conform to applicable requirements of Section 02753 - Concrete Pavement Curing.

END OF SECTION

Section 02775

CONCRETE SIDEWALKS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Reinforced concrete sidewalks.

B. Wheelchair Ramps.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for concrete sidewalks is on square foot basis.

2. Payment for wheelchair ramps of each type specified is on a per ramp basis. The removal of existing sidewalk and curb or curb and gutter is included in the cost of the ramp.

3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

B. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

C. ASTM C 42 - Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

D. ASTM C 138 - Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.

E. ASTM C 143 - Test Method for Slump of Hydraulic Cement Concrete.

F. ASTM C 172 - Practice for Sampling Freshly Mixed Concrete.

G. ASTM D 698 - Standard Test Methods for Moisture - Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-Pound Rammer and 12-inch Drop.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit certified testing results and certificates of compliance.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Concrete: Conform to material and proportion requirements for concrete of Section 02751 - Concrete Paving.

B. Reinforcing Steel: Conform to material requirements for welded wire fabric of Section 02751 - Concrete Paving.

C. Preformed Expansion Joint Material: Conform to material requirements for preformed expansion joint material of Section 02752 - Concrete Pavement Joints.

D. Expansion Joint Filler: Conform to material requirements for expansion joint material of Section 02752 - Concrete Pavement Joints.

E. Forms: Use straight, unwarped wood or metal forms with nominal depth equal to or greater than the proposed sidewalk thickness. The use of 2" by 4" lumber as forms will not be allowed.

F. Sand Bed: Conform to material requirements for bank run sand of Section 02320 - Utility Backfill Materials.

G. Sodding: Conform to material requirements for sodding of Section 02922 - Sodding.

PART 3 E X E C U T I O N

3.01 REPLACEMENT

A. Replace sidewalks which are removed or damaged during construction with sidewalk of thickness and width equivalent to those removed or damaged.

B. Provide replaced and new sidewalks with wheelchair ramps if sidewalk intersects curb at street or driveway.

3.02 PREPARATION

A. Identify and protect utilities which are to remain.

B. Protect living trees, other plant growth, and features designated to remain.

C. Conduct clearing and grubbing operations in accordance with road specifications.

D. Excavate subgrade to the line, grade, and cross section shown on Drawings. Remove soft spots and pumping soils and replace with select fill material in accordance with the applicable portions of Item 02317 - Excavation and Backfill for Utilities.

E. Immediately after subgrade is prepared, cover with compacted sand bed to depth as shown on Drawings. Pour concrete when sand is moist but not saturated.

3.03 PLACEMENT

A. Setting Forms: Securely stake forms to line and grade. Maintain position during concrete placement.

B. Reinforcement: Install 6x6, W2.9 x W2.9 welded wire fabric or No. 3 reinforcing steel bars on 18-inch centers longitudinally and transversely. Lay longitudinal bars in walk continuously, except through expansion joints. Support reinforcement in manner to maintain reinforcement in center of slab vertically during placement.

C. Expansion Joints: Install expansion joints in accordance with Section 02752 - Concrete Pavement Joints.

D. Colored Concrete: Apply coloring agent in accordance with Section 02761 - Colored Concrete for Medians and Sidewalks if called for on the Drawings.

E. Place concrete in forms to specified depth and consolidate with immersion type vibrator or manual tamping device. Manual tamping devices shall only be used with approval of the Resident Project Representative. Bring mortar to surface.

F. Strike off to smooth finish with wood strike board. Finish smoothly with wood hand float. Brush across sidewalk lightly with fine-haired brush.

G. Unless otherwise indicated on Drawings, mark off joints 1/8 inch deep, at spacing equal to width of walk. Use joint tool equal in width to edging tool.

H. Finish edges with tool having 1/4-inch radius.

I. After concrete has set sufficiently, refill space along sides of sidewalk to top of walk with suitable material. Tamp until firm and solid. Dispose of excess material in accordance with Section 01576 - Waste Material Disposal. Repair driveways and parking lots damaged by sidewalk excavation in accordance with Section 02744 - Pavement Repair.

3.04 CURING

A. Conform to requirements of Section 02753 - Concrete Pavement Curing.

3.05 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Compressive Strength Test Specimens: Four test specimens for compressive strength test will be made in accordance with ASTM C 31 for each 30 cubic yards or less of sidewalk that is placed in one day. Two specimens will be tested at 7 days. The remaining two specimens will be tested at 28 days. Specimens will be tested in accordance with ASTM C 39.

C. Yield test for cement content per cubic yard of concrete will be made in accordance with ASTM C 138. If such cement content is found to be less than that specified per cubic yard, reduce batch weights until amount of cement per cubic yard of concrete conforms to requirements.

D. If the Contractor places concrete without notifying the laboratory, the Owner will have the concrete tested by means of a core test as specified in ASTM C 42. If the concrete does not meet the specification, the cost of the test will be deducted from payment due the Contractor.

E. Sampling of fresh concrete shall be in accordance with ASTM C 172.

F. Take slump tests when cylinders are made and when concrete slump appears excessive.

G. If any 28-day laboratory test indicates that concrete of low strength has been placed, the concrete in question shall be tested by taking cores as directed by the Resident Project Representative. At least three representative cores shall be taken and tested as specified in ASTM C 42 and the cost deducted from payment due the Contractor.

3.06 NONCONFORMING PAVEMENT

A. Remove and replace areas of sidewalk that fail compressive strength tests, with concrete of thickness shown on Drawings.

B. Nonconforming sidewalk sections shall be replaced at no additional cost to the Owner.

3.07 PROTECTION

A. Maintain sidewalks in good condition until completion of the Work.

B. Replace damaged sidewalks in accordance with Paragraph 3.01, Replacement.

END OF SECTION

Section 02911

TOPSOIL

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Furnishing and placing topsoil for finish grading and for seeding, sodding, and planting.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for topsoil under this Section. Include payment in Section 02921 - Hydromulch Seeding or Section 02922 - Sodding.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

PART 2 P R O D U C T S

2.01 TOPSOIL

A. Topsoil shall be fertile, friable, natural sandy loam surface soil obtained from excavation or borrow operations having the following characteristics:

1. pH value of between 5.5 and 6.5

2. Liquid limit: 50 or less

3. Plasticity index: 20 or less.

4. Gradation: maximum of 10 percent passing the No. 200 sieve.

B. Topsoil shall be reasonably free of subsoil, clay lumps, weeds, non-soil materials, and other litter or contamination. Topsoil shall not contain roots, stumps, and stones larger than 2 inches.

C. Obtain topsoil from naturally well-drained areas where topsoil occurs at a minimum depth of 4 inches and has similar characteristics to that found at the placement site. Do not obtain topsoil from areas infected with a growth of, or reproductive parts of nut grass or other noxious weeds.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify that excavation and embankment operations have been completed to correct lines and grades.

3.02 TOPSOIL EXCAVATION

A. Strip off topsoil from the area to be excavated to a minimum depth of 6-inches, unless indicated otherwise on the Drawings.

B. Place Topsoil in stockpile for reuse. Cover stockpile to prevent erosion.

3.03 PLACEMENT

A. For areas to be seeded or sodded, scarify or plow existing material to a minimum depth of 4 inches, or as indicated on the Drawings. Remove vegetation and foreign inorganic material. Place 4 inches of topsoil on loosened material and roll lightly with an appropriate lawn roller to consolidate topsoil.

B. Increase depth of topsoil to 6 inches when placed over sand bedding and backfill materials specified in Section 02320 - Utility Backfill Material.

C. For areas to receive shrubs or trees, excavate existing material and place topsoil to the depth and dimensions shown on the Drawings.

D. Remove spilled topsoil from curbs, gutters, and, paved areas and dispose of excess topsoil in accordance with requirements of Section 01576 - Waste Material Disposal.

3.04 PROTECTION

A. Protect topsoil from wind and water erosion until planting is completed.

END OF SECTION

SECTION 02920

TOPSOILING AND FINISHED GRADING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all topsoiling and finished grading, as indicated, in accord with provisions of contract documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

1.02 LOCATION OF WORK

A. All areas within limits of construction, areas of surplus material disposal, and all areas which are disturbed in the course of the work.

1.03 RELATED SECTIONS

A. Section 02200 - Earthwork and Site Grading

B. Section 02233 - Clearing and Grubbing

1.4 QUALITY ASSURANCE

A. Finish Grading Tolerance:

1. 0.1 ft. (30 mm) plus/minus from required elevations.

1.5 JOB CONDITIONS:

A. Verify amount of topsoil stockpiled and determine amount of additional topsoil, if necessary to complete work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil:

1. Original fertile, friable surface soil typical of the area, capable of supporting native plant growth, reasonably free of subsoil, clay, weeds, roots, and stones larger than 1 inch.

a. Use existing topsoil stockpiled under Section 02100.

b. If amount of topsoil stockpiled is less than amount necessary for the work, furnish all additional topsoil required at no additional cost to the Owner.

c. Contractor may import topsoil to the site with prior review and approval by the Owner's Representative.

B. Surplus Material:

1. Legally dispose of surplus material offsite.

PART 3 - EXECUTION

3.1 ROUGH GRADE REVIEW

A. Rough grading shall be inspected and approved by owner's representative before site work proceeds.

3.2 PREPARATION

A. Correct, adjust and/or repair rough graded areas.

1. Cut off mounds and ridges.
2. Fill gullies and depressions.
3. Perform other necessary repairs.
4. Bring all sub-grades to specified contours, even and properly compacted.

B. Remove all stones and debris over 2 in. (50 mm) in any dimension.

3.3 PLACING TOPSOIL

A. Do not place topsoil when subgrade is either wet or frozen enough to cause clodding.

B. Spread topsoil to minimum compacted depth of 6 in. (100 mm) for all disturbed earth areas.

C. Make finished surface free of stones, sticks, dirt clods or other material 1 in. (25 mm) or more in any dimension.

D. Drag finish with harrow (or hand rake) to insure smooth finish to the lines and grades indicated.

E. Restore areas occupied by stockpiles to condition of rest of finished work.

3.4 ACCEPTANCE

A. Upon completion of topsoiling, obtain owner's representative acceptance of grade and surface.

END OF SECTION

Section 02922

HYDRO MULCH SEEDING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Seeding, fertilizing, mulching, and maintenance of areas indicated on Drawings.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for hydro mulch seeding is on an acre basis.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit certification from supplier that each type of seed conforms to these specifications and requirements of Texas Seed Law. Certification shall accompany seed delivery.

C. Submit certificate stating that fertilizer complies with these specifications and requirements of Texas Fertilizer Law.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Topsoil: Conform to material requirements of Section 02911 - Topsoil.

B. Seed: Conform to U.S. Department of Agriculture rules and regulations of Federal Seed Act and Texas Seed Law. Seed shall be certified 90 percent pure and furnish 80 percent germination and meet following requirements:

1. Rye: Fresh, clean, Italian rye grass seed (lollium multi-florum), mixed in labeled proportions. As tested, minimum percentages of impurities and germination must be labeled. Deliver in original unopened containers.

2. Bermuda: Extra-fancy, treated, lawn type common bermuda (Cynodon dactylon). Deliver in original, unopened container showing weight, analysis, name of vendor, and germination test results.

3. Wet, moldy, or otherwise damaged seed will not be accepted.

4. Seed requirements, application rates, and planting dates are:

TYPE	APPLICATION RATE POUNDS/A	PLANTING DATE
Hulled Common Bermuda Grass 98/88 Unhulled Common Bermuda Grass 98/88	40 40	Jan 1 to Mar 31
Hulled Common Bermuda Grass 98/88	40	Apr 1 to Sep 30
Hulled Common Bermuda Grass 98/88 Unhulled Common Bermuda Grass 98/88 Annual Rye Grass (Gulf)	40 40 30	Oct 1 to Dec 31

C. Fertilizer: Dry and free flowing, inorganic, water-soluble commercial fertilizer, which is uniform in composition. Deliver in unopened containers, which bear manufacturers guaranteed analysis. Caked, damaged, or otherwise unsuitable fertilizer will not be accepted. Fertilizer shall contain minimum percentages of following elements:

1. Nitrogen: 10 Percent

2. Phosphoric Acid: 20 Percent

3. Potash: 10 Percent

D. Mulch:

1. Virgin wood cellulose fibers from whole wood chips having minimum of 20 percent fibers 0.42 inches in length and 0.01 inches in diameter.

2. Cellulose fibers manufactured from recycled newspaper and meeting same fiber content and size as for cellulose fibers from wood chips.

3. Dye mulch green for coverage verification purposes.

E. Soil Stabilizer: "Terra Tack 1" or approved equal.

F. Weed control agent: Pre-emergent herbicide for grass areas, such as "Benefin," or approved equal.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Place and compact topsoil in accordance with requirements of Section 02911 - Topsoil.

B. Dispose of Objectionable and Waste Materials in accordance with Section 01576 - Waste Material Disposal.

3.02 APPLICATION

A. Seed: Apply uniformly at rates given in Paragraph 2.01 B for type of seed and planting date.

B. Fertilizer: Apply uniformly at rate of 500 pounds per acre.

B. Mulch: Apply uniformly at rate of 50 pounds per 1000 square feet.

D. Soil Stabilizer: Apply uniformly at rate of 40 pounds per acre.

E. Weed Control Agent: Apply at manufacturer's recommended rate prior to hydro mulching.

F. Sod: Lay single row of sod along perimeter where topsoil and pavement intersect.

G. Suspend operations under conditions of drought, excessive moisture, high winds, or extreme or prolonged cold. Obtain Engineer approval before resuming operations.

3.03 MAINTENANCE

A. Maintain grassed areas minimum of 90 days, or as required to establish an acceptable lawn. For areas seeded in fall, continue maintenance following spring until acceptable lawn is established.

B. Maintain grassed areas by watering, fertilizing, weeding, and trimming.

C. Repair areas damaged by erosion by regrading, rolling and replanting.

D. Reseed small, sparse grass areas. When sparse areas exceed 20 percent of planted area, reseed by hydro mulch.

E. Mow grass when height reaches 32 inches or greater on average before final acceptance. Mow to height of 22 inches.

END OF SECTION

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Roadbond Service Company

SPECIAL SPECIFICATION

Item 3000 Liquid Stabilizer

LIQUID STABILIZER TREATMENT FOR SUBGRADE SOILS

1. **DESCRIPTION:** This item shall govern for treatment of new and or existing subgrade material by pulverizing adding the liquid stabilizer (Roadbond EN 1 or approved equal), and mixing and compacting the mixed material to the required density as specified herein and in conformity with the typical sections, lines and grades as shown on the plans or as established by the Engineer.

2. **MATERIALS:**

   A. The liquid stabilizer treatment: Roadbond EN 1 or approved equal is applied to subgrade soils for reduction of permeability, moisture susceptibility and swell and to improve strength and stiffness. When applied within the manufacturer's parameters for application, dilution, moisture control, processing, compaction and curing the stabilizer shall improve the shear and bearing strength as well as reduce the moisture susceptibility of soil and aggregate materials. Upon request, the supplier must be able to provide independent laboratory test reports from a certified analytical laboratory experienced in environmental acceptability testing documenting tests performed on product samples of the liquid stabilizer products.

   B. Water. Water shall meet the requirements of Item 2.2.4 Standard Specification for Public Works Construction (NCTCOG)

   C. Water Truck: Water truck may or may not be equipped with an agitator, but shall be capable of even water flow and uniform distribution over the area to be mixed.

   D. Product Delivery: Roadbond EN 1 or approved equal shall be delivered, stored and handled in closed, weatherproof containers until immediate distribution on the road. Materials must be stored in covered storage that is well ventilated with adequate protection from theft, flooding or damage. If storage bins are used, they are to be completely enclosed. Insure that the manufacturer's safe handling and mixing instructions are followed without exception.

3. **CONSTRUCTION METHODS:**

   A. Preparation of Subgrade. Prior to treating existing material and/or placing any new material, the existing material shall be shaped to conform to the typical sections, as shown on the plans or as established by the Engineer. This work shall be done in accordance with the applicable bid items.

Before pulverizing or scarifying an existing material, when shown on the plans or when directed by the Engineer, the Contractor shall proof roll the roadbed in accordance with special provisions Item 4.2 (A). Soft spots shall be corrected as directed by the Engineer.

When the Contractor uses a reclaimer and/or pulverizing machine that will process the material to the plan depth, the contractor will not be required to excavate to the secondary grade or windrow the material. This method will only be permitted if a machined is provided which will insure that the material is cut uniformly to the proper depth and which has cutters that will plane the secondary grade to a uniform surface over the entire width of the cut. The machine shall provide a visible indication of the depth of the cut at all times.

If the Contractor's equipment will not meet plan depth for cutting and pulverizing, then he/she shall be allowed to windrow in order to expose the secondary base or subgrade for proper cutting and pulverizing.

B. Pulverization: Prior to treatment of new or existing subgrade, materials shall be pulverized to prevent run-off and to facilitate even distribution of the diluted Roadbond EN 1 or approve equal. The liquid stabilizer shall be applied to the subgrade material at a plan depth per lift and rate of application as recommended by the manufacturer, provided the equipment used in preparation, mixing and compaction adequately completes each phase of construction.

C. Moisture Tolerances: Unless otherwise approved by the Engineer, the Roadbond EN 1 or approve equal shall not be installed when soil moisture content measures in excess of optimum moisture content (ASTM D 698) as measured by Test Method ASTM D2216 or ASTM D 3017. If the soil moisture content is above the maximum accepted limit, the soil shall be re-mixed and air-dried (aerate) to reduce the moisture content to within tolerances.

D. Application Method: The Roadbond EN 1 or approve equal shall be applied to the subgrade materials as shown on the plans. Should the plans require a depth greater than a maximum lift of ten (10") inches, the contractor shall be required to work the subgrade material in multiple lifts.

E. Application Preparation: Clean existing base material and pavement surface of all foreign (i.e. loose dirt, organic material), unstable and objectionable material by means of blading, sweeping and/or other approved methods prior to scarifying and/or initial pulverization. The diluted Roadbond EN 1 or approve equal may be applied directly on the existing material after pulverization is complete and accepted by the Engineer.

F. Dilution Ratio and Distribution: The Roadbond EN 1 concentrate shall be diluted with water in the water truck at a ratio of not less than 100 to 1 or more than 300 to 1. The Roadbond EN 1 solution shall then be evenly distributed over the intended area to be mixed in such a manner as to assure even, uniform coverage. (The dilution ratio shall be adjusted to control the moisture content in the mixed material and is not to be confused with the application rate. The application rate is the correct amount of concentrated

Roadbond EN 1, properly diluted, added to the base and/or subgrade material. The dilution ratio is the amount of water used to evenly distribute the correct amount of Roadbond EN 1 over the area to be mixed. Once diluted, the stabilizer solution shall be applied to project materials the same day. Overnight storage will not be permitted.

Multiple passes by the water truck laden with the Roadbond EN 1 solution may be required to insure the proper amount of stabilizer is applied to the area to be mixed. (Refer to manufacturer's application rate). The Roadbond EN 1 shall be applied only on the area where installation operations can be completed during the same working day.

The Contractor shall take precautions when application occurs on uneven of sloping terrain to avoid excess runoff of the Roadbond EN 1 down slopes and/or through the channels in the soil created by the equipment.

G. Mixing: The subgrade material and the liquid stabilizer shall be thoroughly mixed by equipment approved by the Engineer. Mixing shall begin when no more than one-half (1/2) of the required diluted Roadbond EN 1 has been evenly placed on the section to be treated. When one pass with the approved mixer over the section is completed, the remaining diluted Roadbond EN 1 shall be placed and the mixing shall continue until the treated material reaches a homogenous mixture and the proper gradation is achieved.

To reduce evaporation, mixing shall not be delayed longer than two (2) hours from the time of initial distribution of the diluted Roadbond EN 1 solution. If the temperature exceeds ninety (90) degrees, then this window is reduced to sixty (60) minutes.

Subgrade soil shall be mixed so that a minimum of ninety-five (95) percent shall pass the 2-inch sieve.

H. Compaction: At all times the shape of course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections, lines and grades as shown on the plans or as established by the Engineer. Compaction of the mixture shall begin immediately after mixing; pulverization and compaction moisture content requirements are met. Initial compaction must be achieved with a vibratory pad-foot roller. A steel-wheel, flat-wheel or pneumatic roller shall not be used to achieve initial density, but the same may be used for **Finishing, Curing.**

The material shall be sprinkled as necessary to provide the required optimum moisture content. Compaction shall begin at the bottom and shall continue until the entire depth or mixture is uniformly compacted to the density required by the plans or the methods provided to the governing specifications.

All other subsequent courses treated under this item shall be compacted to a minimum of 95 percent of compaction ratio density at a moisture content between –1 and + 2% of OMC. The testing will be outlined in Test Method ASTM D698 or other approved methods. In addition to the requirements specific for density, the full depth of the material shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed tests as

necessary will be requested by the Contractor. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout this entire operation the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical section shown on the plans and to the established lines and grades. Should the material, due to any reason or cause, lose the required stability, density and finish before the next course is placed or the work is accepted, it shall be reprocessed and refinished at the expense of the Contractor to include retesting of all failures.

I. **Finishing, Curing:** All placing, compacting, and finishing operations shall be completed within the guidelines set forth in **Section 3** Construction Method of this specification. After compaction and within twenty-four (24) hours of placement, the surface shall be finished to grade and section by blading and shall be sealed with approved pneumatic or other suitable roller as approved by the Engineer. The complete section may then accept a surfacing as detailed elsewhere.

After finishing the section and prior to placement of the base course and/or surfacing as detailed elsewhere, the finished section shall be sprinkled with plain water as needed to maintain Optimum Moisture Content and to prevent cracking of the finished surface.

J. **Reworking a Section:** When a section is reworked within forty-eight (48) hours after completion, the Contractor shall at its own expense purchase more Roadbond EN 1 and reapply at the rate of one-half (1/2) of the original application rate to the effected area. However, the dilution ratio shall not exceed 200 to 1 and the Contractor shall mix and compact the material according to the specifications of the original application.
If the plans provide for the treated material to be sealed or covered by other courses of material such seal or course shall be applied within 3 days after compaction and testing by side lab unless otherwise directed by the Engineer.

4. JOB CONTROL AND TOLERANCES:

A. **Density Control:** The Roadbond EN 1 applied to the base and/or subgrade material shall follow the standard density test methods ASTM or ASTM as directed by the Engineer.

If the material fails to meet the density requirements or should the material loose the required stability, density or finish before the next course is placed or the project is accepted, it shall be reworked as set forth in Section 3. J of this specification.

B. **Density Tolerances:** The Engineer may accept the work providing that not more than one (1) of the most recent five (5) consecutive density test performed is below the specified density and provided that the falling test is no more than 80.74 lbs/CY below the specified density

Thickness Tolerance of Treated Subgrade: At no time during the mixing process shall the Contractor increase or decrease the depth of the subgrade section as detailed on the plans without the approval of the Engineer. If any deviation should occur, that section

shall be reworked according to construction operations and testing described in **Section** 3 J

4. MEASUREMENT:

This item will be measured as follows:
Liquid Stabilizer Products will be measured by the gallon

Liquid Stabilizer Treatment will be measured by the square yard of the depth specified to the lines and grades shown on the typical sections.

5. PAYMENT

The work performed and materials furnished I accordance with this Item and measured as provided under “Measurement” will be paid for as follows:

“Liquid Stabilizer” will be paid for at the unit price bid per gallon. This pricing shall be full compensation for furnishing all the liquid stabilizer products.

“Liquid Stabilizer Treatment” of the depth specified will be paid for at the unit price bid per square yard. This pricing shall be full compensation for shaping existing material, loosening, mixing, pulverizing, spreading, drying, testing, applying stabilizer treatment, dilution water for the stabilizer treatment, compacting, curing including curing materials, shaping and maintaining, processing, hauling, reworking if required, preparing secondary subgrade, and for all mixing water, tools, equipment, labor, and incidentals necessary to complete the work.

Work performed and materials furnished as prescribed by this specification and measured as provided under "Measurement" will be paid for the unit price bid stabilized base course, of the type specified, which price bid stabilized base course, of the type specified, which price shall be compensation for supplying the road bond, for all mixing, spreading, drying, application of the road bond, water content of spray, mixing water, shaping and maintaining, for all manipulations required, for all hauling and freight involved, for all tools, equipment, labor and for all incidentals necessary to satisfactorily complete the work, except as hereinafter specified.

Payment for the preparation of the subgrade will be measured and paid for in accordance with the pertinent stabilized base and base course bid items.

Measurement and payment for all items involved in constructing base or subbase courses, including sprinkling and rolling, compaction will be as provided in the governing base or subbase item as indicated above in payment.

ROADBOND EN 1 APPLICATION RATES

REQUIREMENTS: Roadbond EN 1 shall be stored and handled in closed, five (5) gallon weatherproof containers until immediate distribution on the road. Roadbond EN 1 materials must be stored in covered storage and well ventilated with adequate protection from flooding or damage. For mixing ease and safety round up to the nearest 5 gallon increments (i.e. 72 gallons up to 75 gallons). Follow strict application instructions.

Road Width in Feet	6" in Depth *.00056 GA/SY	8" in Depth *.00075 GA/SY	10" in Depth *.0089 GA/SY
20" wide road	66 gallons per mile	88 gallons per mile	104 gallons per mile
22" wide road	73 gallons per mile	97 gallons per mile	120 gallons per mile
24" wide road	80 gallons per mile	106 gallons per mile	132 gallons per mile
26" wide road	86 gallons per mile	115 gallons per mile	143 gallons per mile
28" wide road	93 gallons per mile	124 gallons per mile	154 gallons per mile
30" wide road	99 gallons per mile	132 gallons per mile	165 gallons per mile
Square yards treated/ gallon	180 square yards	135 square yards	108 square yards
Square yards treated/gallon (when using CTB)	171 square yards	128 square yards	103 square yards

**Use 5% more ROADBOND EN 1 than the chart calls for when treating Cement Treated Base. (Calculate 28.5 cubic yards per gallon)

***Application rate per square yard = $\frac{\text{Length (feet) C Width (feet)}}{9\ \text{SF}} \times \text{Appl. Rate}$

For more information contact:
Steve Merritt
Roadbond Service Company
(800) 541-3348
Steve@RoadbondSoil.com

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)