

ADDENDUM NO. 1

TO

**CONTRACT DOCUMENTS &
SPECIFICATIONS**

**Hays County
City of Dripping Springs**

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

BIDS: THURSDAY, DECEMBER 12TH 2024 at 2:00 PM

**BURGESS & NIPLE, INC.
AUSTIN, TEXAS**

TO ALL PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This Addendum No. 1 is hereby made a part of the Contract Documents and Specifications (hereafter referred to as the Contract Documents) and shall be attached thereto. The requirements of this Addendum supersede everything to the contrary in the original Contract Documents and any other previous addenda, if any; otherwise, all provisions of the original Contract Documents shall remain in full force and effect. Addendum No. 1 to the Contract Documents shall include, but not necessarily be limited to the following items:

GENERAL ADDITIONS/CLARIFICATIONS

Attached is the “Arrowhead WWTP Drip System Site Evaluation” conducted by Lighthouse Water Resource Engineering, LLC.

Please let me know if you have any questions.



Ryan Shaw, P.E.

END OF ADDENDUM NO. 1

LWRE

LIGHTHOUSE WATER RESOURCE ENGINEERING, LLC.

Arrowhead WWTP Drip System Site Evaluation

1. Control Panel

CPUSA 16 Zone Drip Controller – Duplex 10 HP 230 VAC 1-Phase Pumps

Current Status

The control panel appears to generally be operating correctly. The internal components are in good working condition.

No alarms were observed before or during testing.

Some zone pair flowrates were slightly lower than expected. These values are within a reasonable margin of error but may need to be investigated further. Each valve has a pressure regulating pilot which could cause lower flows if defective or not set correctly. It is recommended that each valve is tested manually and the pressure regulating pilots are set to 45-55 PSI. This procedure should be done as part of maintenance every year.

The pumps were also not set to dual pump mode which means the field flushes have been weak for some time. Poor field flush cycles may also explain the lower than expected dosing flowrates.

Phase 3 Expansion Requirements

The control panel only has the current capability of 16 zone valve outputs. While the enclosure has room for additional components, the layout and bulky existing field wire would make any significant field modifications difficult.

On other similar projects, CPUSA has built a small expansion controller to expand the zone capacity of the drip controllers. The expansion controller is in a separate enclosure with the I/O modules and field wiring terminal blocks for both the solenoids and moisture sensor inputs. The expansion controller will communicate with the existing PLC and receive 24VDC and 24VAC power from the existing control panel. CPUSA will re-program the existing PLC and HMI to accommodate the increased zone capacity.

All new field wiring will go to the expansion controller.

As part of the expansion, CPUSA will need to fix a minor issue with the dual pump mode and separate the field flush from the pressurization time modes. Currently, enabling dual pump mode causes both pumps to run during the pressurization period for each dose as well as during a field flush cycle. Running both pumps during pressurization is unnecessary and only adds to the wear on the pumps, contactors, and other equipment.

2. Filter Skid

Current Status

The Arkal 3"x3 filter was working well with only 1-2 PSI drop across the filter during operation. The filter flush function was tested and each flush valve and solenoid operated correctly. The digital differential pressure gauge switch readings agreed with the physical pressure gauge readings for the pressure drop.

A few leaks were observed on the filter but should be covered by typical system maintenance.

The 4" hydrometer was operating correctly. The flowmeter reed switch transmitted pulses consistently to the controller but should be considered near end-of-life given its age. The operators should keep one replacement switch on the shelf as it is critical to the system's operations. The pressure sustaining pilot on the hydrometer required some adjustment to maintain only around 60 PSI during filter flush but functioned fine afterwards.

Phase 3 Expansion Requirements

No additional modifications are required for the phase 3 expansion. JNM Technologies recommends rating the filter system at 30-40 GPM per filter for wastewater effluent. The Arkal 3"x3 filter (6 filters) is rated at 180-240 GPM which is sufficient for the expected flowrates of 180-190 GPM. The hydrometer's nominal flow range is 79-264 GPM.

3. Pumps

Franklin Electric 10FPDC1-1/2-S Pump: 7-5/16" Impeller

Century P320M2 Motor: 10 HP 230 VAC 1-Phase

Current Status

The pumps were running smoothly with no audible evidence of cavitation knocking or pinging. One pump currently doses two zones at a time. While dosing two zones, the pump achieved 180 GPM at around 52 PSI. According to the pump curves, the pressure should be around 60 PSI minus 3-4 PSI of loss through the valves and piping. The pressure gauge's accuracy is unknown but the pump performance appears to be reasonably close to expected.

The 6" pipe from the ground storage tank splits into a pair of 2" lines somewhere under or near the building foundation. Each 2" line feeds effluent to the inlet of a pump. Although the velocity is approximately 17-19 feet per second, the piping does not appear to suffer from water hammer effects as the pumps turn on and off. Assuming 5 feet of 2" pipe, the loss in the suction line is around 2.5-3 feet of head pressure which is offset by the static head pressure of the ground storage tank (for NPSHA calculations).

The original field designs were based on 15-20 HP 3-phase pumps which would dose two zones and field flush one on just a single pump. Due to the Arrowhead developer's imposed constraints on the available power, the pumps were limited to single phase power at 10 HP maximum.

With just 10 HP pumps, the system was intended to dose one zone at a time and then field flush one zone with both pumps on. However, given the pump's current performance at two zones per dose, the pressure appears to be sufficient to continue with dosing two zones at a time if needed. The farthest and highest zones may only receive ~50 feet of head pressure at the tubing (125 feet at filter outlet with ~70 feet of pipe/elevation losses). As a rule of thumb, if the system is just dosing, 35 feet of head pressure is the minimum pressure that should be allowed. Technically, the tubing is still pressure compensating down to 16 feet of head pressure.

Phase 3 Expansion Requirements

At a 0.1 gal/day/ft², each zone requires about 40 minutes of dosing per day using tubing with 0.61 GPH emitters at 24" spacing. Typically for large designs, JNM Technologies recommends designing the drip system on a 12 hour dosing basis with allowances up to 15-16 hours in some scenarios. For a 12 hour dosing schedule, 18 zones (or zone pairs) is the maximum. At 25 zones, the system should be set up to use dual zone dosing which will reduce the total pumping time and pump cycles throughout the day.

The initial concern going into phase 3 was that both pumps would be required for dual zone dosing. In this case, the system would lack pump redundancy and both pumps would wear faster. However, after looking at the pump performance and recalculating the field losses, dual zone dosing on a single pump is feasible. The pressure at the fields is expected to be low but should still have overhead for reliable dosing.

For the new phase 3 zones, the worst case scenario was Zone 3-3 with 171 feet of head loss at 161 GPM. At 80 GPM per pump, during field flush the pumps will produce around 210 feet of head pressure.

For the potential future zones, the longest distance large zone appeared to be Zone 3-19. The loss calculations estimate 170 feet of head loss at 175 GPM. At 90 GPM per pump, during field flush the pumps will produce around 205 feet of head pressure.

With the current designed zones and the proposed future zones, the pumps will be satisfactory for the task. The calculations were based on 6" pressure mainlines and 4" flush return piping. Some mainline pipe size reduction near the last few zones may be possible to cut costs but those calculations will need to be explored later.

Investigation and report completed by Justin J. Prochaska

Reviewed and Approved by James F. Prochaska, MS-PE



11/25/2024
TBPELS 21045

Appendix A:

Zone Pressure Loss Charts

Zone	Area SqFt	Lft of Tube	Dosing (GPM)	Distals	Laterals	Flush (GPM)	Total	Total Loss
Zone 1	36216	18108	92.0	50	112	80.0	172.0	176.91
Zone 2	34960	17480	88.9	46	92	73.6	162.5	167.90
Zone 3	36216	18108	92.0	50	112	80.0	172.0	174.68
Zone 4	34659	17329.5	88.1	47	106	75.2	163.3	162.40
Zone 5	33376	16688	84.8	42	84	67.2	152.0	181.21
Zone 6	33376	16688	84.8	42	84	67.2	152.0	173.20
Zone 7	36387	18193.5	92.5	58	116	92.8	185.3	154.81
Zone 8	35550	17775	90.4	50	100	80.0	170.4	159.00
Zone 9A	11292	5646	28.7	18	36	28.8	57.5	144.30
Zone 9B	24722	12361	62.8	32	64	51.2	114.0	167.50
Zone 10	34511	17255.5	87.7	46	82	73.6	161.3	162.90
Zone 2-1A	24538	12269	62.4	43	138	68.8	131.2	132.70
Zone 2-1B	11563	5781.5	29.4	21	84	33.6	63.0	124.00
Zone 2-2	32040	16020	81.4	41	82	65.6	147.0	165.14
Zone 2-3	31544	15772	80.2	45	106	72.0	152.2	149.00
Zone 2-4	33324	16662	84.7	48	96	76.8	161.5	139.70
Zone 2-5	34040	17020	86.5	60	120	96.0	182.5	124.70
Zone 2-6	33209	16604.5	84.4	44	94	70.4	154.8	140.90
Zone 3-1	35117	17558.5	89.3	61	156	97.6	186.9	129.93
Zone 3-2	35070	17535	89.1	45	90	72.0	161.1	165.57
Zone 3-3	35100	17550	89.2	45	90	72.0	161.2	171.01
Zone 3-4	35665	17832.5	90.6	52	114	83.2	173.8	136.83
Zone 3-5	35665	17832.5	90.6	46	92	73.6	164.2	155.81
Zone 3-6	35665	17832.5	90.6	46	92	73.6	164.2	162.23
Zone 3-7	35665	17832.5	90.6	46	92	73.6	164.2	165.64
Zone 3-8	34245	17122.5	87.0	52	120	83.2	170.2	151.20
Zone 3-9	35458	17729	90.1	53	136	84.8	174.9	140.23
Zone 3-19	34859	17429.5	88.6	54	108	86.4	175.0	169.70

Pressure Loss Color Key
 Black: Fully calculated
 Red: Highest calculated
 Green: Not completely calculated

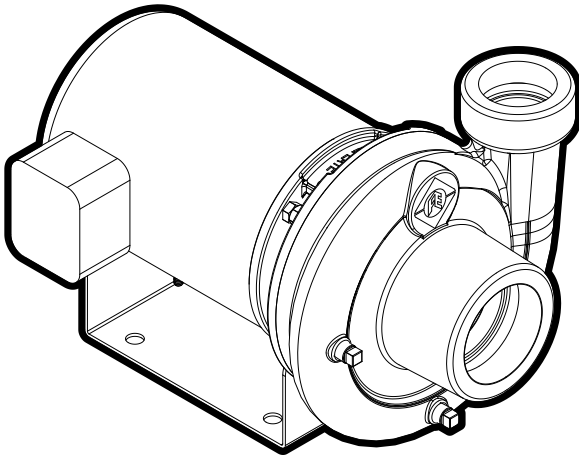
Zone	Area SqFt	Lft of Tube	Dosing (GPM)	Distals	Laterals	Flush (GPM)	Total	Longest		Return		Field		Tank Lift	Headworks	Misc Loss	S Loss PSI	6" Supply Loss	R Loss PSI	4" Return Loss	Total Loss
								Lateral Len	Supply Main	Main	Field Loss	Elevation	Elevation								
Zone 1	36216	18108	92.0	50	112	80.0	172.0	362	3325	3325	73.4	1163.0	63.0	0	23	10	3.25	7.51	5.34	0.00	176.91
Zone 2	34960	17480	88.9	46	92	73.6	162.5	380	3136	3136	76.9	1158.0	58.0	0	23	10		0.00		0.00	167.90
Zone 3	36216	18108	92.0	50	112	80.0	172.0	362	3150	3150	73.4	1161.0	61.0	0	23	10	3.15	7.28	5.06	0.00	174.68
Zone 4	34659	17329.5	88.1	47	106	75.2	163.3	369			73.4	1156.0	56.0	0	23	10		0.00		0.00	162.40
Zone 5	33376	16688	84.8	42	84	67.2	152.0	397	2710	2710	84.2	1159.0	59.0	0	23	10	2.17	5.01	3.26	0.00	181.21
Zone 6	33376	16688	84.8	42	84	67.2	152.0	397			84.2	1156.0	56.0	0	23	10		0.00		0.00	173.20
Zone 7	36387	18193.5	92.5	58	116	92.8	185.3	314	2955	2955	57.3	1157.0	57.0	0	23	10	3.25	7.51	6.21	0.00	154.81
Zone 8	35550	17775	90.4	50	100	80.0	170.4	356			70.0	1156.0	56.0	0	23	10		0.00		0.00	159.00
Zone 9A	11292	5646	28.7	18	36	28.8	57.5	314			57.3	1154.0	54.0	0	23	10		0.00		0.00	144.30
Zone 9B	24722	12361	62.8	32	64	51.2	114.0	386			80.5	1154.0	54.0	0	23	10		0.00		0.00	167.50
Zone 10	34511	17255.5	87.7	46	82	73.6	161.3	375			76.9	1153.0	53.0	0	23	10		0.00		0.00	162.90
Zone 2-1A	24538	12269	62.4	43	138	68.8	131.2	285			48.7	1151.0	51.0	0	23	10		0.00		0.00	132.70
Zone 2-1B	11563	5781.5	29.4	21	84	33.6	63.0	275			46.0	1145.0	45.0	0	23	10		0.00		0.00	124.00
Zone 2-2	32040	16020	81.4	41	82	65.6	147.0	391	1204	1204	84.2	1146.0	46.0	0	23	10	0.84	1.94	1.49	0.00	165.14
Zone 2-3	31544	15772	80.2	45	106	72.0	152.2	350			70.0	1146.0	46.0	0	23	10		0.00		0.00	149.00
Zone 2-4	33324	16662	84.7	48	96	76.8	161.5	347			66.7	1140.0	40.0	0	23	10		0.00		0.00	139.70
Zone 2-5	34040	17020	86.5	60	120	96.0	182.5	284			48.7	1143.0	43.0	0	23	10		0.00		0.00	124.70
Zone 2-6	33209	16604.5	84.4	44	94	70.4	154.8	377			76.9	1131.0	31.0	0	23	10		0.00		0.00	140.90
Zone 3-1	35117	17558.5	89.3	61	156	97.6	186.9	288	1271	1271	48.7	1145.0	45.0	0	23	10	1.4	3.23	2.93	0.00	129.93
Zone 3-2	35070	17535	89.1	45	90	72.0	161.1	390	1475	1475	80.5	1149.0	49.0	0	23	10	1.33	3.07	1.97	0.00	165.57
Zone 3-3	35100	17550	89.2	45	90	72.0	161.2	390	1691	1691	80.5	1154.0	54.0	0	23	10	1.52	3.51	2.25	0.00	171.01
Zone 3-4	35665	17832.5	90.6	52	114	83.2	173.8	343	919	919	66.7	1135.0	35.0	0	23	10	0.92	2.13	1.61	0.00	136.83
Zone 3-5	35665	17832.5	90.6	46	92	73.6	164.2	388	1117	1117	80.5	1140.0	40.0	0	23	10	1	2.31	1.56	0.00	155.81
Zone 3-6	35665	17832.5	90.6	46	92	73.6	164.2	388	1315	1315	80.5	1146.0	46.0	0	23	10	1.18	2.73	1.84	0.00	162.23
Zone 3-7	35665	17832.5	90.6	46	92	73.6	164.2	388	1513	1513	80.5	1149.0	49.0	0	23	10	1.36	3.14	2.12	0.00	165.64
Zone 3-8	34245	17122.5	87.0	52	120	83.2	170.2	329	1679	1679	60.3	1154.0	54.0	0	23	10	1.69	3.90	2.96	0.00	151.20
Zone 3-9	35458	17729	90.1	53	136	84.8	174.9	335	1175	1175	63.5	1141.0	41.0	0	23	10	1.18	2.73	2.10	0.00	140.23
Zone 3-19	34859	17429.5	88.6	54	108	86.4	175.0	323	2771	2771	60.3	1170.0	70.0	0	23	10	2.77	6.40	5.17	0.00	169.70

Appendix B:

Pump Curve and Information

Close-Coupled D-Series

BOOK: CCD-005
DATE: Mar. 1, 2013



Specifications:

Capacities: to 650 gpm

Heads: to 300 feet

Working Pressure: 150 psi

Temperature: maximum 212 °F

Rotation: clockwise viewed from motor end

Pipe Connections: NPT, 4 x 5 Flanged

Discharge	Suction
1"	1-1/4"
1"	1-1/2"
1-1/2"	2"
2"	3"
3"	4"
4"	4"
4" Flanged	5" Flanged

Features:

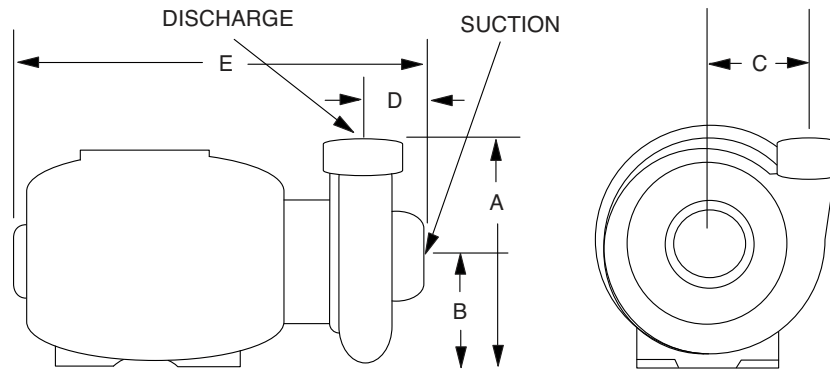
- Heavy-duty cast iron body for increased durability.
- DA1A and DA1B have stainless steel impellers.
- DB1 through DB2 have bronze impellers.
- DB3 and DC4 have cast iron impellers.
- 1/2-2HP models have 56C frame motors with shaft coupling design for easy removal of pump motor.
- 5 - 50HP models have JM frame motors with shaft sleeve/O-ring design for added protection against shaft damage.
- 3HP models can use either JM frame or 56 frame motors.
- Single or three phase motors available on selected models.
- Seal: Standard carbon/ceramic faces, BUNA elastomers and 300 series stainless components.
- All units are equipped with open drip-proof motors.

Applications:

- Irrigation
- Commercial
- Construction
- Municipal
- Light Industrial
- General Services

Close-Coupled D-Series

Dimensional Drawings:



Dimensional Data:

Pump Model	Suction (NPT)	Disch. (NPT)	A (HP)						B (HP)						C	D	E (HP)					
			3	5	7-1/2	10	15	20	3	5	7-1/2	10	15	20			3	5	7-1/2	10	15	20
DB1	1-1/2	1	-	8.50	-	-	-	-	-	4.50	-	-	-	-	3.63	2.06	-	18.13	-	-	-	-
DB1-1/2	2	1-1/2	-	9.00	9.75	-	-	-	-	4.50	5.25	-	-	-	3.88	2.44	-	18.19	19.50	-	-	-
DC1-1/2	2	1-1/2	10.13	10.13	10.88	10.88	10.88	-	4.50	4.50	5.25	5.25	5.25	-	5.19	2.50	17.13	18.13	19.44	19.44	21.00	-
DB2	3	2	-	9.25	10.00	10.00	11.38	12.38	-	4.50	5.25	5.25	5.25	6.25	4.19	3.63	-	19.63	21.00	21.00	22.50	22.50
DB3	4	3	-	11.56	11.56	12.56	12.56	13.56	-	4.50	4.50	5.25	5.25	5.25	4.06	3.50	-	19.19	20.19	21.75	24.00	28.00

Notes: Dimensions shown are for units using 60 cycle open-dripproof JM frame motors, 3500 RPM Total pump length will vary with motor manufacturer.

JM Frame Motors:

Extended shaft with keyway

Pump Model	Suction (NPT)	Disch. (NPT)	A	B	C	D	JM Frame Motor Horsepower				
							20	25	30	40	50
DC4-FNPT	4	4	16.50	7.63	6.45	4.72	28.66	28.66	29.53	30.00	30.00
DC4-flanged	5	4	16.50	7.63	6.45	3.81	28.66	28.66	29.53	30.00	30.00

Notes: Total pump length will vary with motor manufacturer.

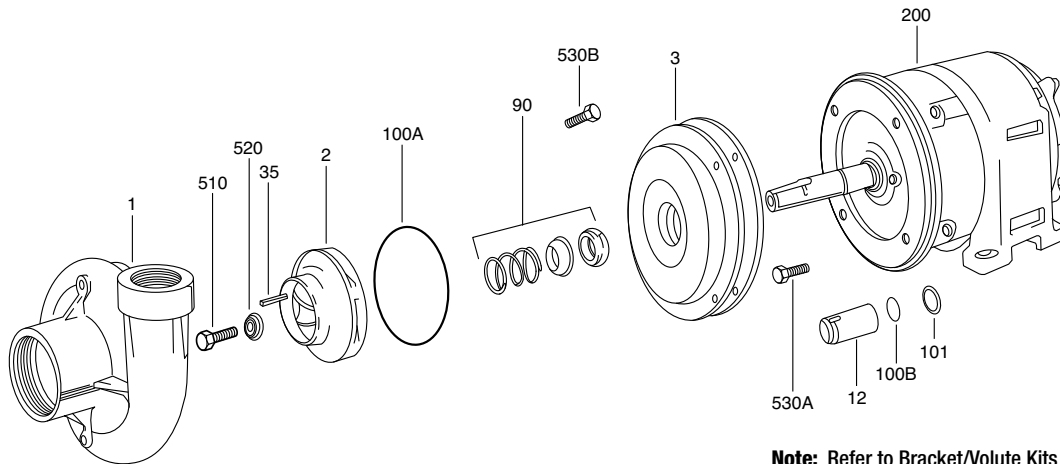
Close-Coupled D-Series

Ordering Information:

Series	Suct./Disc.	HP	RPM	PH	Volts	Sealing	Order #	Description	Wt.			
DA1A	1.25" x 1"	0.5	3500	1	115/230	Mech. Seal	93160020	5FPDA1A-S	35			
		0.75			115/230	Mech. Seal	93160038	7FPDA1A-S	36			
		1			115/230	Mech. Seal	93160046	1FPDA1A-S	37			
		0.5		3	208-230/460	Mech. Seal	93160061	5FPDA1A-T	34			
		0.75			208-230/460	Mech. Seal	93160079	7FPDA1A-T	37			
		1			208-230/460	Mech. Seal	93160087	1FPDA1A-T	38			
DA1B	1.25" x 1"	0.5	3500	1	115/230	Mech. Seal	93160137	5FPDA1B-S	36			
		0.75			115/230	Mech. Seal	93160145	7FPDA1B-S	38			
		1			115/230	Mech. Seal	93160152	1FPDA1B-S	40			
		1.5			115/230	Mech. Seal	93160160	15FPDA1B-S	46			
		2			115/230	Mech. Seal	93160178	2FPDA1B-S	49			
		0.5			3	208-230/460	Mech. Seal	93160186	5FPDA1B-T	31		
		0.75		208-230/460		Mech. Seal	93160194	7FPDA1B-T	33			
		1		208-230/460		Mech. Seal	93160202	1FPDA1B-T	35			
		1.5		208-230/460		Mech. Seal	93160210	15FPDA1B-T	45			
		2		208-230/460		Mech. Seal	93160228	2FPDA1B-T	48			
		0.75		3500		1	115/230	Mech. Seal	93160285	7FPDB1-S	42	
		1			115/230		Mech. Seal	93160293	1FPDB1-S	45		
1.5	115/230	Mech. Seal	93160301		15FPDB1-S		55					
2	115/230	Mech. Seal	93160319		2FPDB1-S		53					
3	230	Mech. Seal	93160327		3FPDB1-S		74					
5	230	Mech. Seal	93160335		5FPDB1-S		122					
DB1	1.5" x 1"	0.75	3500		3	208-230/460	Mech. Seal	93160343	7FPDB1-T	48		
		1				208-230/460	Mech. Seal	93160350	1FPDB1-T	50		
		1.5				208-230/460	Mech. Seal	93160368	15FPDB1-T	52		
		2				208-230/460	Mech. Seal	93160376	2FPDB1-T	54		
		3				208-230/460	Mech. Seal	93160384	3FPDB1-T	64		
		5				208-230/460	Mech. Seal	93160392	5FPDB1-T	82		
		DB1-1/2		2" x 1.5"	1	3500	1	115/230	Mech. Seal	93160467	1FPDB1-1/2-S	50
					1.5			115/230	Mech. Seal	93160475	15FPDB1-1/2-S	54
					2			115/230	Mech. Seal	93160483	2FPDB1-1/2-S	58
					3			230	Mech. Seal	93160491	3FPDB1-1/2-S	74
					5			230	Mech. Seal	93160509	5FPDB1-1/2-S	122
					7.5			230	Mech. Seal	93160517	75FPDB1-1/2-S	184
1	3		208-230/460		Mech. Seal		93160525	1FPDB1-1/2-T	47			
1.5			208-230/460		Mech. Seal		93160533	15FPDB1-1/2-T	52			
2			208-230/460		Mech. Seal		93160541	2FPDB1-1/2-T	55			
3			208-230/460		Mech. Seal		93160558	3FPDB1-1/2-T	63			
5			208-230/460		Mech. Seal		93160566	5FPDB1-1/2-T	102			
7.5			208-230/460		Mech. Seal		93160574	75FPDB1-1/2-T	110			
DC1-1/2	2" x 1.5"	3	3500	1	230	Mech. Seal	93160830	3FPDC1-1/2-S	122			
		5			230	Mech. Seal	93160848	5FPDC1-1/2-S	142			
		7.5			230	Mech. Seal	93160855	75FPDC1-1/2-S	162			
		10		3	230	Mech. Seal	93161168	10FPDC1-1/2-S	190			
		3			208-230/460	Mech. Seal	93160863	3FPDC1-1/2-T	117			
		5			208-230/460	Mech. Seal	93160871	5FPDC1-1/2-T	98			
		7.5			208-230/460	Mech. Seal	93160889	75FPDC1-1/2-T	132			
		10			208-230/460	Mech. Seal	93160897	10FPDC1-1/2-T	171			
		15			208-230/460	Mech. Seal	93160905	15FPDC1-1/2-T	175			

Close-Coupled D-Series DC1-1/2

Exploded Parts Drawing:



Note: Refer to Bracket/Volute Kits page 15 for pumps built prior to August 2008

Materials and Parts:

Fig. No.	Part Description	Repair No.		Materials of Construction
		4.5AK* Models (3 - 7.5 hp)	8.5AK* Models (10 - 15 hp)	
1	Volute Case (NPT) w/plugs	305449001		Cast Iron, ASTM-A48 CL30
2	3hp Impeller Trim 5.06" (.875 bore)	305449007	n/a	Silicon Brass, ASTM B584
2	5 hp Impeller Trim 5.81" (.875 bore)	305449008	n/a	Silicon Brass, ASTM B584
2	7-1/2hp Impeller Trim 6.63" (.875 bore)	305449009	n/a	Silicon Brass, ASTM B584
2	10hp Impeller Trim 7.31" (1.250 bore)	n/a	305449014	Silicon Brass, ASTM B584
2	15hp Impeller Trim 8.38" (.875 bore)	n/a	305449015	Silicon Brass, ASTM B584
3	Motor Bucket	305449016	305449017	Cast Iron, ASTM-A48 CL30
12	Shaft Sleeve	305447015		416 Stainless steel
35	Impeller Shaft Key	305463001		301 Stainless steel
90	Mechanical Shaft Seal	305463002		Carbon/Ceramic/Buna/316SS
100A	Volute Case O-Ring (2-pack)	305463018		Nitrile
100B	Sleeve O-Ring (2-Pack)	305463200		Nitrile
101	Sleeve Seal	305447016		Nitrile
200	Motor	See Motor Section		
Not Shown	Pipe Plug (4-pack)	305463009		Cad-Plated Steel
Not Shown	Water Slinger	305447008		Neoprene
510	Impeller Hex Cap Screw	305463201		316 Stainless-Grade 5
520	Impeller Washer	305447009		300-Series stainless Steel
530A	Motor Bracket Hex Cap Screw (12-Pack)	305463010	305463026	Zinc Plated Steel
530B	Volute Case Hex Cap Screw (12-Pack)	305463010		Zinc Plated Steel

Close-Coupled D-Series

Cross Reference for New Bracket/Volute Kits:

Model	AK	HP	Frame Size	Old Bracket Number	Old Volute Number	New Bracket Volute Kit Number	
DB1 (56C)	4.5	3/4 - 3	56C	177736901	03076403	305429901	
DB1-1/2 (56C)		1 - 3			03076700	305429903	
DB2 (56C)		3 - 5			03076601	305429907	
DB1		3 - 5	145JM/182JM/184JM	177735901	03076403	305429902	
DB1-1/2		3 - 7.5			03076700	305429904	
DB2		3 - 7.5			03076601	305429908	
DB3		5 - 7.5			03084001	305429912	
DC1-1/2		3 - 7.5			145JM/182JM/184JM	177741901	03076502
DC1-1/2		8.5	10 - 15	213JM/215JM	177739901	03076502	305429906
DB2			15			03076205	305429910
DB2	10		213JM/215JM	177737901	03076601	305429909	
DB3	10 - 15				03084001	305429913	
DB2	20				254JM	177740901	03076205
DB3	20		254JM	177738901	03084001	305429914	

Note: Pumps built prior to August 2008

If replacement is required for the bracket or volute, the new bracket/volute kit must be ordered. All of the other components of the pump are interchangeable.

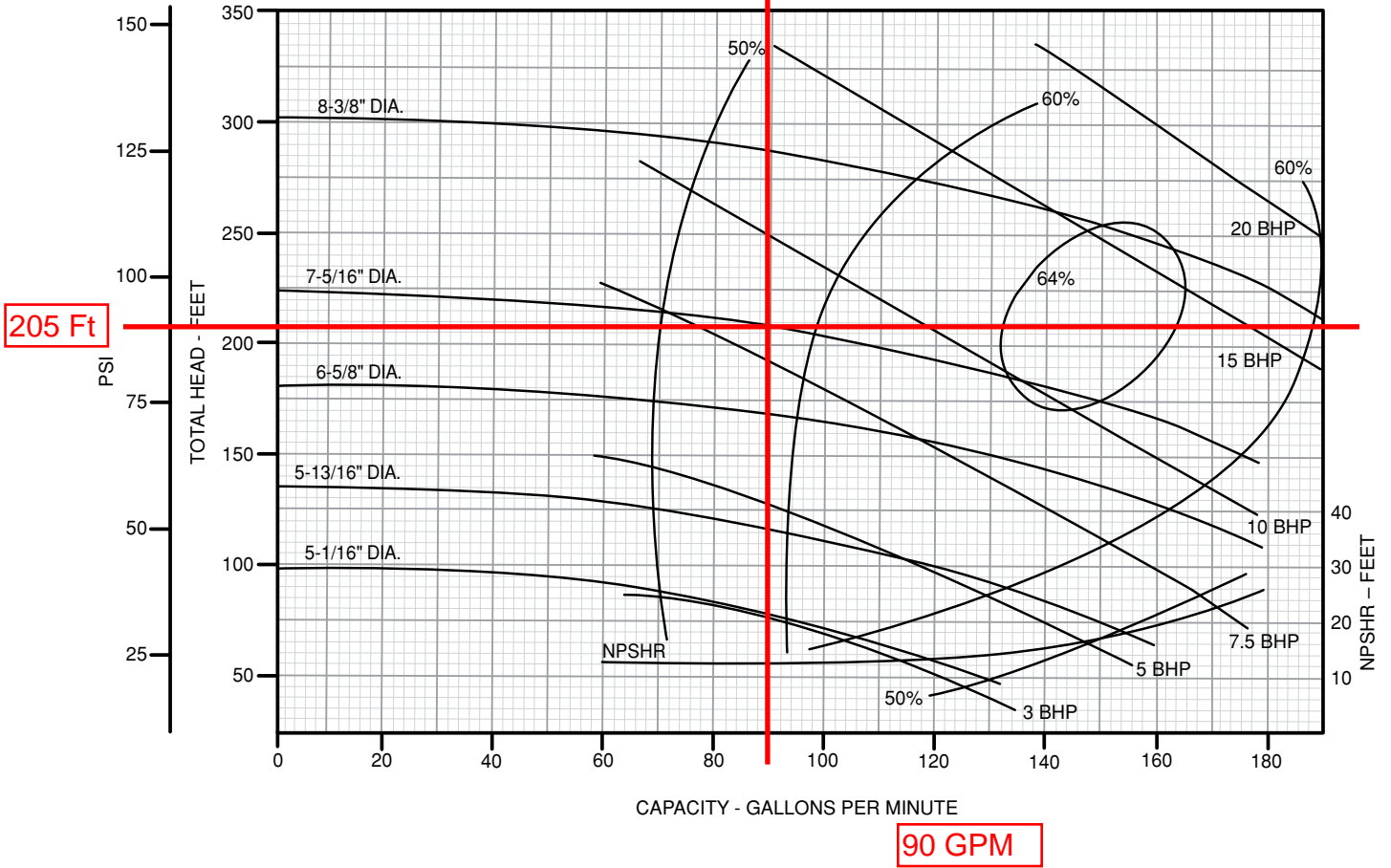
Old bracket and volute models cannot be mixed with the newly designed bracket and volute (with the exception of the DA1A/B and the DC4 Series).

All of the new volutes have the FE logo cast in them.

The newly designed components will be phased in as the inventory of the current design is depleted.

Close-Coupled D-Series

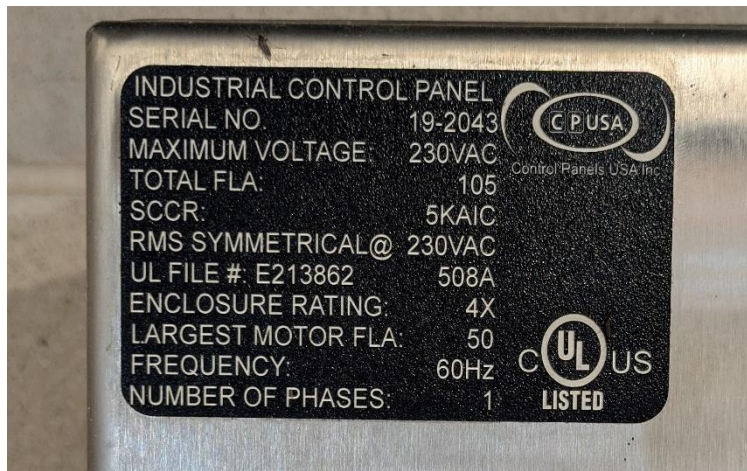
Model DC1-1/2 Performance: 1-1/2" Discharge x 2" Suction (3600 RPM)

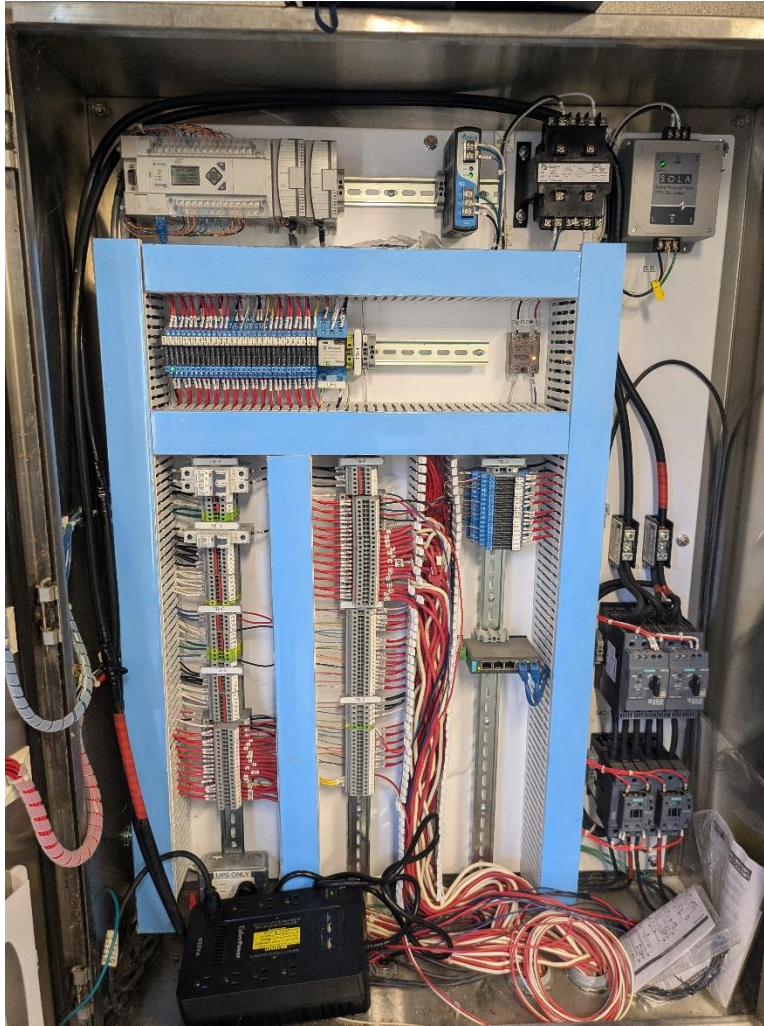


Appendix C:

Site Photos

Control Panel Photos





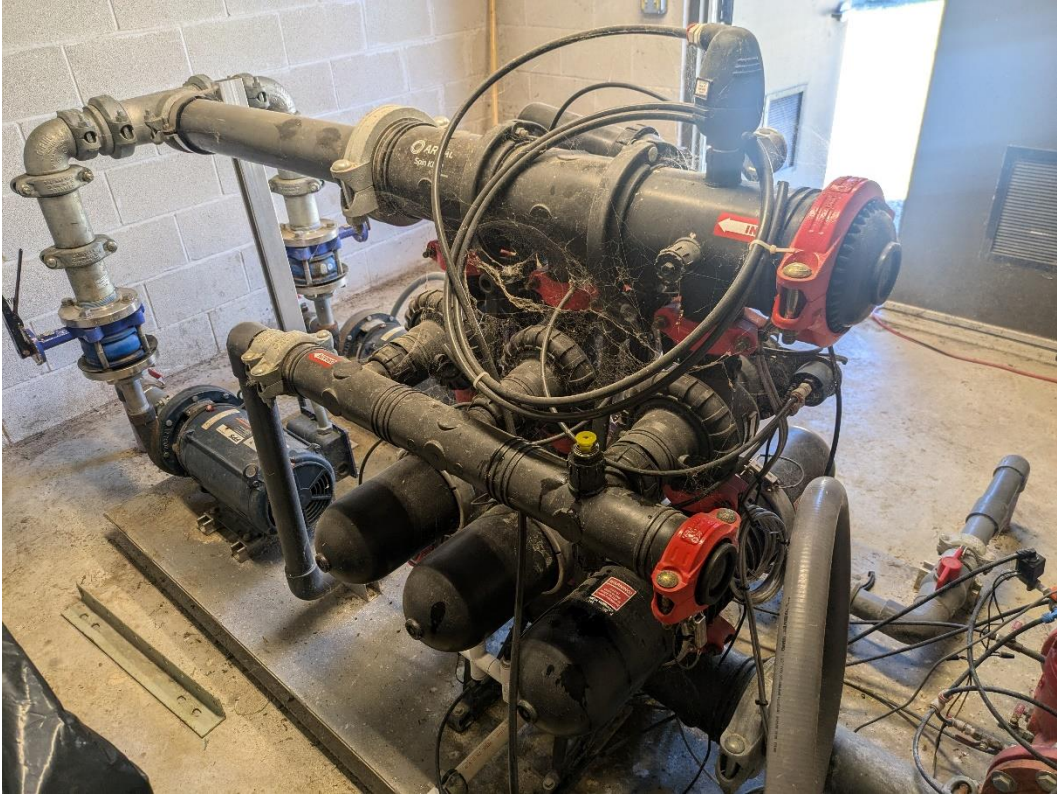
11/14/24 THU 13:05:20

Flow Rates

	Target Zone Flow (gpm)	Last Dose Flow (gpm)
Zone #1	92	180
Zone #2	89	180
Zone #3	92	170
Zone #4	88	170
Zone #5	85	170
Zone #6	85	170
Zone #7	92	170
Zone #8	90	170
Zone #9	92	170
Zone #10	88	170
Zone #11	92	150
Zone #12	81	150
Zone #13	84	0
Zone #14	85	0
Zone #15	85	170
Zone #16	84	170

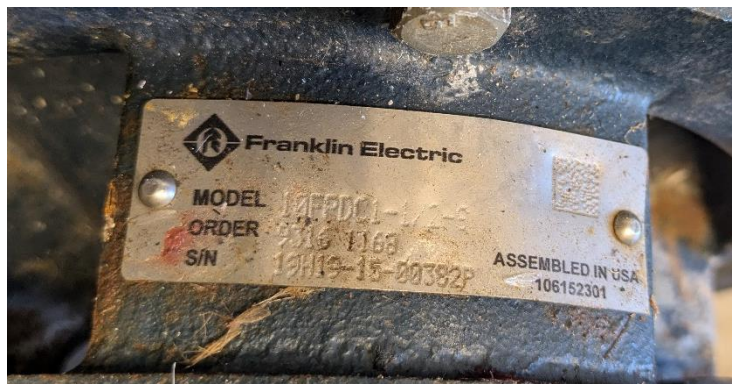
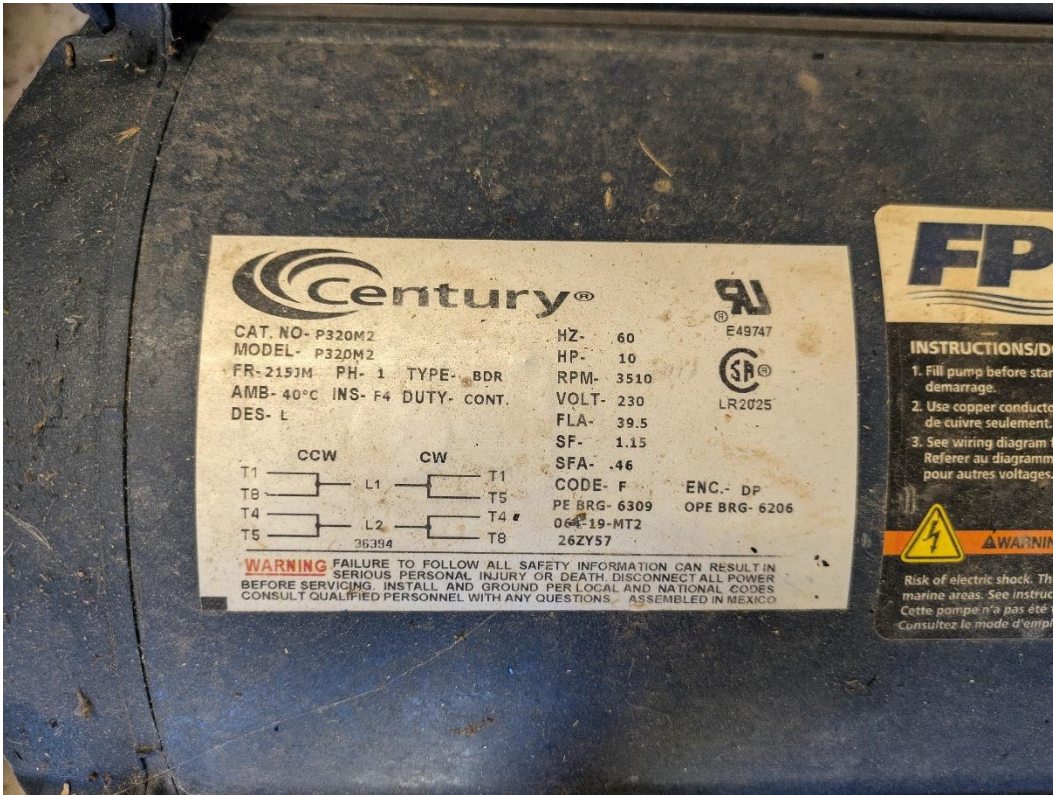


Filter Skid Photos





Pump Photos





ADDENDUM NO. 2

TO

**CONTRACT DOCUMENTS &
SPECIFICATIONS**

**Hays County
City of Dripping Springs**

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

BIDS: THURSDAY, DECEMBER 12TH 2024 at 2:00 PM

**BURGESS & NIPLE, INC.
AUSTIN, TEXAS**

TO ALL PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This Addendum No. 1 is hereby made a part of the Contract Documents and Specifications (hereafter referred to as the Contract Documents) and shall be attached thereto. The requirements of this Addendum supersede everything to the contrary in the original Contract Documents and any other previous addenda, if any; otherwise, all provisions of the original Contract Documents shall remain in full force and effect. Addendum No. 2 to the Contract Documents shall include, but not necessarily be limited to the following items:

GENERAL ADDITIONS/CLARIFICATIONS

As stated on plan-set Superior Tank Company, Inc. is allowed for the bolted ground tank. This addendum is to approve Contain Water System, Inc. Epoxy coated bolted ground storage tank as an equal manufacturer.

Bolted ground tank will need to be in accordance with Section 13415- Installation of Bolted Ground Storage Tank Specification which can be found in the Contract Documents.

The **subsurface drip irrigation system** work shall be substantially completed no later than 150 calendar days after the date when the Contract Times commence to run, and finally completed and ready for final payment no later than 180 calendar days after the date when the Contract Times commence to run.

Offeror shall provide a proposed timeline schedule (measured in days) indicating milestones for this Contract. This will include the proposed timeline schedule for the effluent storage tank. The proposed timeline for the effluent storage tank can be longer than the substantial and final completion date for the drip irrigation system, based on lead times for the effluent storage tank.

Please let me know if you have any questions.



Ryan Shaw, P.E.

END OF ADDENDUM NO. 2

Contract Documents and Specifications

**City of Dripping Springs
Hays County, Texas**

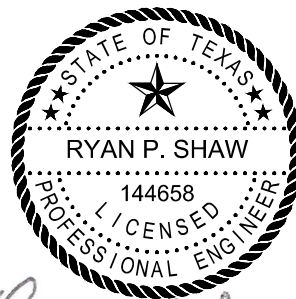
**Arrowhead Subdivision Phase 3 Subsurface Drip
Irrigation Fields**

Prepared for:

**The City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620**

Prepared by:

**Burgess & Niple, Inc.
235 Ledge Stone Drive
Austin, Texas 78737
(512) 432-1000**



Ryan Shaw

November 2024

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CITY OF DRIPPING SPRINGS

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EXHIBITS

- SAMPLE NOTICE OF AWARD
- SAMPLE NOTICE TO PROCEED
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- SAMPLE CHANGE ORDER FORM
- SAMPLE AFFIDAVIT OF BILLS PAID
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- MLA REPORT OF LABORATORY TESTS FOR RANCH PARK FILL MATERIAL

NOTICE TO BIDDERS

CONSTRUCTION OF ARROWHEAD SUBDIVISION PHASE 3 SUBSURFACE DRIP IRRIGATION FIELDS FOR CITY OF DRIPPING SPRINGS

SCOPE OF WORK: The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes expanding the existing subsurface drip irrigation system from 54,001GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

RECEIPT OF BIDS: Sealed bids in envelopes are due at the Office of the Engineer: Burgess & Niple, Inc. located at 235 Ledge Stone Drive, Austin, Texas 78737, (512) 432-1000 no later than **2:00 p.m. on Thursday, December 12th, 2024**, at which time the bids for the Project Contract will be opened and read aloud. OWNER will also accept electronic copies of Bids emailed to Priya Bhowmik at priya.bhowmik@burgessniple.com. The OWNER reserves the right to waive all informalities and irregularities, and determine which Bids are most advantageous to the Project, and to award the Contract on this basis.

INFORMATION AND BIDDING DOCUMENTS: Hard copies and/or electronic copies of Bid Documents and Plans may be obtained from Burgess & Niple, Inc. by contacting Priya Bhowmik at priya.bhowmik@burgessniple.com or at 512-432-1000, during regular business hours: 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 12:00 p.m., Fridays. Documents can also be acquired digitally from www.civcastusa.com for free.

BONDS: Performance, payment, and warranty bonds shall each be issued in an amount equal to 100% of the Contract Amount as security for all the CONTRACTOR's obligations under the Contract Documents.

INSURANCE REQUIREMENTS: Bidders shall maintain insurance in the types and amounts indicated the Contract Documents.

BID GUARANTY: All Bids must be accompanied by a Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price in the form of a cashier's check made payable to the City of Dripping Springs, or a Bid Bond issued by a surety.

PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held at City of Drippings Springs' Development Services Building located at 661 West Highway 290, Dripping Springs, Texas at **2:00 P.M. on December 5th, 2024**. Representatives of the City and Engineer will be present to discuss the PROJECT.

CONTRACT SCHEDULE: The Work shall be substantially complete no later than **150** calendar days after the date when the Contract Times commence to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions no later than **180** calendar days after the date when the Contract Times commence to run.

Substantially complete shall mean completing the improvements, and testing so that the planned improvements are in operation.

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

The City of Dripping Springs (“Owner”) invites the submittal of responses to this “Request for Proposals” (RFP) from qualified Contractors (“Offerors” “Bidders” or “Respondents”) interested in providing construction services in accordance with Chapter 2269 of the Texas Government Code in connection with the construction of a wastewater project more specifically described in section 1.0 below.

1.0 SCOPE OF WORK

The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes expanding the existing subsurface drip irrigation system from 54,001GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

Work in this Contract is generally described by the Contract Documents; titled as follows:

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term “City of Austin” is used in the City of Austin Specifications, it shall be construed to mean “OWNER, and or its designated representative.” Whenever the term “ENGINEER” is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

2.0 SELECTION PROCESS

Selection of Contractor will follow the process set forth in subchapter D of chapter 2269 of the Texas Government Code.

From a review of the proposals received, Owner will evaluate and rank each proposal no later than forty-five (45) days following the opening of the bids.

The preferred Offeror then will negotiate with Owner on contract conditions. If a contract cannot be successfully negotiated with the Offeror of choice, in the opinion of the Owner, negotiations will proceed with the next highest ranked Offeror until a mutually agreed contract can be negotiated. Owner intends to use modified EJCDC forms for the Agreement between Owner and Contractor as well as the General

SECTION 00100
INSTRUCTIONS TO BIDDERS

Conditions of the Contract. The selected Offeror will have an opportunity to review and negotiate the terms of the Agreements prior to executing the contract documents.

3. EVALUATION CRITERIA

The criteria used to evaluate the RFP responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

- A. **Qualifications of Contractor and Experience on Similar Projects.** Qualifications of firm in executing similar projects (emphasis on last five (5) years), as well as related municipal project experience, including completed and ongoing projects of the firm(s) and individuals who would be assigned to this Project. Resumes of individuals who would be assigned to this project, with emphasis on the Project Manager and Job Superintendent must be included with Proposals.
- B. **Experience on Public Projects.** Related project experience on non-wastewater projects with other public owners including municipalities, school districts, and other local governmental entities, as well as experience with local subcontractors and suppliers.
- C. **Available Resources to Complete Project.** This criterion would include personnel, resources and methodologies commonly used by your firm that may be applicable to the project categories, as well as experience of proposed subcontractors and suppliers. A list of all subcontractors and suppliers must be included with the Proposals describing the type of work to be performed and the percentage of work to be performed by each.
- D. **Corporate History and Stability.** This criterion includes the historical stability of the Offeror, its corporate structure and longevity, its history involving litigation or arbitration with owners and subcontractors, and a statement of any liquidated damages that have previously been withheld by public owner clients of the Offeror on projects in the last five (5) years.
- E. **Overall Responsiveness to the RFP.** Completeness of the requested proposal contents.
- F. **References.** Letter of references from previous clients.
- G. **Cost.** This criterion includes the cost of all work, including any alternates, inclusive of all Offeror's general conditions and fees.

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

Item	Weighting
A. Qualifications of Contractor and Experience on Similar Projects	15%
B. Experience on Public Projects	10%
C. Available Resources to Complete Project	15%
D. Corporate History and Stability	5%
E. Overall Responsiveness to the RFP	5%
F. References	5%
G. Cost	45%

4.0 PREPARATION OF PROPOSAL

In preparing the Proposal, Offeror is to reference the definitions located in the General Conditions and Supplemental Conditions of this Proposal package. All blanks on the Proposal Form provided shall be completed by printing in ink or by typewriter and the Proposal signed. A price shall be indicated for each item, alternate item, and optional item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered.

The Proposal shall be executed with the complete and correct name of the individual, partnership, firm, corporation, or other legal entity. A copy of Articles of Partnership or Incorporation and resolution, or corporate board minutes empowering signatory to bind Offeror, attested by an officer of Offeror and affixed with the seal of the corporation, shall be submitted with Proposal.

Any corrections to the Proposal shall be initialed by person(s) signing Proposal. Proposals tendered after due date and time designated in these Instructions to Bidders will not be accepted. Alternate proposals will not be considered unless called for. No oral, telegraphic or telephone proposals or modifications will be considered.

5.0 CONTRACT DOCUMENTS AND SITE

Before submitting a Proposal, the Offeror shall carefully examine the Contract Documents, Plans and Specifications, site of the proposed Work, and other conditions that may affect the performance of the Work. Therefore, it will be understood that the Offeror has investigated and is satisfied as to the conditions to be encountered; the character, quality, and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract Specifications and Drawings. Submission of a Proposal shall be conclusive evidence that the Offeror has complied with these requirements.

Should an Offeror find discrepancies in, or omissions from the Plans, Specifications or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written Addendum may be sent to all Bidders. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by

SECTION 00100
INSTRUCTIONS TO BIDDERS

Engineer as having received the Bidding Documents (5) days before the opening of Proposals. The proposal as submitted by the Contractor will be so constructed as to include any Addenda if such are issued by the Engineer twenty-four (24) hours before the opening of Proposals. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

If any conflicts, errors, ambiguities, or discrepancies are discovered in or between any of the Bid Documents, Contract Documents, and/or related documents, and if said conflicts, errors, ambiguities, or discrepancies have not been resolved by Engineer by an Addenda, as set forth above, the Offeror shall include in the Proposal the greater quantity or better quality of work, or compliance with the more stringent requirement resulting in a greater cost. Such greater cost shall be included in the Proposal.

6.0 PROPOSAL GUARANTY

All Bids must be accompanied by Bid Security made payable to OWNER in an amount of five percent (5%) of Offeror's maximum price and in the form of a cashier's check made payable to The City of Dripping Springs or a Bond (on the attached Bid Bond form) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

The Bid security of the Successful Offeror will be retained until such Offeror has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Offeror fails to execute and deliver the Contract Documents and furnish the required contract security within 30 days after Owner releases its rankings of Offerors, Bid Security of that Offeror will be forfeited. If the Owner terminates the negotiations within the 30 day period, Bid Security of that Offeror will be returned. The Proposal Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of 30 days after notification of selection of that Offeror or 90 days after the release of rankings, whereupon Proposal Security furnished by such Bidders will be returned.

Proposal Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within 10 days after the release of rankings.

7.0 PERFORMANCE, PAYMENT, AND WARRANTY BONDS

Performance, payment, and warranty bonds shall each be issued in an amount equal to 100% of the Contract Amount as security for all the CONTRACTOR's obligations under the Contract Documents. Performance, payment, and warranty bonds (on bond forms provided with the Contract Documents or otherwise acceptable to Owner) shall be issued by a solvent company approved by OWNER and authorized to do business in the State of Texas and shall meet any other requirements by law or by OWNER pursuant to applicable law.

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

8.0 INSURANCE REQUIREMENTS

CONTRACTOR will be required to maintain insurance in the types and amounts required by the Insurance Rider to the General Conditions. Such Insurance Rider may be requested by Offerors prior to the opening of proposals if done so in writing and directed to the Engineer.

9.0 BASIS OF PROPOSAL AND CONSIDERATION OF PROPOSAL AMOUNT

Bidders shall submit a Proposal as described in paragraph 3 above. Submission of a Proposal on any section signifies Offeror's willingness to enter into a Contract for that section alone at the price(s) offered.

For the purpose of Proposal Evaluation, the Offeror should include with the Bid Form herein, sufficient information that in Offeror's determination will provide sufficient information for the Owner to evaluate it in accordance with the Selection Criteria. OWNER reserves the right to reject any or all Bids, or to waive any informalities and irregularities. To meet the overall Project budget and schedule, OWNER also reserves right to delete separate Proposal Items submitted for execution of a Contract, to consider Project completion schedule in determining the highest ranked Offeror, and/or to award each phase of the work to separate contractors. The OWNER shall also reserve the right to waive informalities, technical defects, to reject any and all bids, and to accept the Proposal most advantageous to the Project.

If there are discrepancies in the Total Proposal amount written on the Proposal Form and the sum of the subtotals on the Proposal Form, the written Total Proposal amount shall govern.

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

10.0 SUBMISSION OF PROPOSAL

Proposal shall be enclosed in an opaque sealed envelope plainly marked with the Project Title, the name and address of Offeror, and shall be accompanied by the Proposal Security and other required documents. If a Proposal is sent by mail or other delivery system, the sealed envelope containing the Proposal shall be enclosed in a separate envelope plainly marked on the outside with the notation "PROPOSAL ENCLOSED." Multiple envelopes/packages submitted shall be marked with the envelope number and the total number of envelopes for the Proposal (i.e. Envelope 1 of 2, for two envelopes).

Bids shall be addressed and mailed, or hand delivered to:

Burgess & Niple, Inc.
235 Ledge Stone
Austin, Texas 78737
(512) 432-1000
512-432-1015 (fax)

ALL BIDS ARE DUE BY 2:00 P.M. ON THE 12th DAY OF DECEMBER 2024 AND WILL BE OPENED AND READ ALOUD AT THAT LOCATION AND TIME.

11.0 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn by an Offeror, provided an authorized individual of the Offeror submits a written request to withdraw the Proposal before the time set for opening the Bids.

12.0 REJECTION OF BIDS

The following may be cause to reject a Proposal:

- (a) Bids containing omissions, alterations of form, qualifications or conditions not called for by OWNER, incomplete Bids, or Bids which are not accompanied by an acceptable Proposal Guaranty, will be considered in noncompliance and may be rejected. In any case of ambiguity or lack of clarity with the Proposal the OWNER reserves right to determine the most advantageous Proposal or to reject the Proposal.
- (b) Unreasonable or unbalanced Unit Proposal Prices.
- (c) More than one Proposal for same Work from an individual, firm, partnership or corporation.
- (d) Evidence of collusion among Bidders.

OWNER may conduct such investigations as OWNER deems necessary to establish the

SECTION 00100
INSTRUCTIONS TO BIDDERS

responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents during or after the forty-five (45) day ranking period.

13.0 AWARD AND EXECUTION OF CONTRACT

Award of Contract will be to the highest ranked Offeror in accordance with the provision of this Section 00100. However, OWNER reserves the right to reject any or all Proposals, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Proposals. OWNER further reserves the right to reject the Proposal of any Offeror whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The OWNER also reserves the right to waive informalities, to reject any and all Proposals, and to accept the Proposal most advantageous to the public interest. Further, the OWNER also reserves the right to waive all formalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Offeror.

Award of Contract will occur within the period identified herein, unless mutually agreed between the parties. Contract will not be binding on OWNER until it has been executed by both parties. OWNER will process the Contract expeditiously; however, OWNER will not be liable for any delays prior to the award or execution of the Contract.

14.0 CONTRACT SCHEDULE

The Work shall be substantially complete no later than **150** calendar days after the date when the Contract Times commence to run, and finally completed and ready for final payment no later than **180** calendar days after the date when the Contract Times commence to run.

Substantially complete shall mean completing the improvements, including the passage of all testing and completion of any necessary adjustments or corrections required by failure to pass any required tests so that the planned improvements are in operation.

Along with the Proposal, the Offeror shall provide a proposed time line schedule (measured in days) indicating milestones for this Contract for each contract duration. The schedule shall begin with award and include time for developing shop drawing, materials purchase and delivery, mobilization to the site, site work, installing of all major equipment, testing, and startup. This schedule will be included in the Contract documents.

15.0 SUBCONTRACTORS AND SUPPLIERS

Each Offeror shall submit with its Proposal names of proposed subcontractors with a description of work to be performed and/or equipment/materials to be supplied, with contact names, phone numbers, and addresses for those to be used on this Project, and a proposed timeline schedule.

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

16.0 SUBMITTALS TO BE INCLUDED WITH BIDS

Each Offeror shall submit the following with its Proposal:

- Completed Bid Form;
- Required Proposal Guarantee on Proposal Bond Form Provided, or a cashier's check made payable to The City of Dripping Springs;
- Names of proposed subcontractors, suppliers, and manufacturers with a description of work to be performed and/or equipment/materials to be supplied, with contact names, phone numbers, and addresses for those to be used on this Project;
- Resumes of individuals who would be assigned to this project, with emphasis on the Project Manager and Job Superintendent must be included with Proposals
- Estimated Project Schedule;
- Resolution of Contractor
- Proposed locations of laydown/equipment storage and temporary offices to be used during this Contract;
- A listing of all labor, materials and equipment and detailed description of the procedure for completing the listed plant shutdowns and bypasses;
- Contractor Qualifications Form and information listed in the Section 3. EVALUATION CRITERIA.
- Executed Contractor's Quantity Certification

Bidders may be requested to respond to a request for information (RFI) from the Engineer for clarification or interpretation of items listed for the purpose of evaluating Bids.

17.0 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-bid conference will be held at City of Drippings Springs' Development Services Building located at 661 West Highway 290, Dripping Springs, Texas at **2:00 P.M. on December 5th, 2024**. Representatives of the City and Engineer will be present to discuss the PROJECT.

18.0 SITE AND OTHER AREAS

The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR.

The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided

SECTION 00100
INSTRUCTIONS TO BIDDERS

in the Bidding Documents. Along with the Proposal, Offeror shall identify the proposed locations of laydown/equipment storage and temporary offices to be used during this Contract if different from that identified in the Project Documents.

**SECTION 00300
BID FORM**

**CITY OF DRIPPING SPRINGS
ARROWHEAD SUBDIVISION PHASE 3 DRIPFIELDS**

SCOPE OF WORK:

The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes the expanding the existing subsurface drip irrigation system from 54,001GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank.. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

Work in this Contract is generally described by the Contract Documents; titled as follows:

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term "City of Austin" is used in the City of Austin Specifications, it shall be construed to mean "OWNER, and or its designated representative." Whenever the term "ENGINEER" is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

CONTRACT IDENTIFICATION:

Project Owner: **City of Dripping Springs**

Contract: **Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields**

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

K. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) shown on the following Bid Form. The Bid Form will also serve as a schedule of values for the Work to be performed.

There are no cash allowances for this Contract as described in paragraph 11.02 of the General Conditions.

1.0 General

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	Mobilization/Demobilization	LS	1	\$115,600.00	\$115,600.00
2	Site Preparation/Clearing	LS	1	\$614,200.00	\$614,200.00
3	Construction Entrance	EA	1	\$3,000.00	\$3,000.00
4	Silt Fence/ J Hook	LF	2,822	\$6.00	\$16,932.00
5	Transport/ Import Material ¹	CY	5,200	\$19.50	\$101,400.00
6	Soil Screening ¹	CY	7,242	\$8.25	\$59,746.50
7	Silt Fence at Ranch Park ²	LF	800	\$6.00	\$4,800.00
8	Construction Entrance at Ranch Park ²	EA	1	\$3,000.00	\$3,000.00
9	Onsite Soil Spreading & Mixing	CY	6,033	\$5.00	\$30,165.00
10	Revegetation	AC	7.3	\$5,250.00	\$38,325.00
11	Erosion Control	AC	7.3	\$1,950.00	\$14,235.00
SUBTOTAL - General					\$1,001,403.50

2.0 Subsurface Drip Irrigation System

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	4" SDR 21 Return Main	LF	2,213	\$37.00	\$81,881.00
2	6" SDR 21 Supply Main	LF	1,662	\$42.00	\$69,804.00
3	Zone 3-1 ³	LS	1	\$69,500.00	\$69,500.00
4	Zone 3-2 ³	LS	1	\$60,000.00	\$60,000.00
5	Zone 3-3 ³	LS	1	\$60,000.00	\$60,000.00
6	Zone 3-4 ³	LS	1	\$59,000.00	\$59,000.00
7	Zone 3-5 ³	LS	1	\$62,500.00	\$62,500.00
8	Zone 3-6 ³	LS	1	\$62,500.00	\$62,500.00
9	Zone 3-7 ³	LS	1	\$62,500.00	\$62,500.00
10	Zone 3-8 ³	LS	1	\$62,000.00	\$62,000.00
11	Zone 3-9 ³	LS	1	\$58,500.00	\$58,500.00
12	24"x24"x8" Stainless Steel Junction Box with 100 conductor terminal block	EA	2	\$3,200.00	\$6,400.00
13	Reprogramming controls to add new zones & Drip Skid Upgrades ⁴ (by JNM Technologies, Inc.)	LS	1	\$27,225.00	\$27,225.00
SUBTOTAL - Subsurface Drip Irrigation System					\$741,810.00

3.0 Effluent Storage Tank

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	250,250 Gallon Effluent Bolted Steel Storage Tank ⁵	LS	1	\$388,400.00	\$388,400.00
2	Tank Foundation	LS	1	\$29,150.00	\$29,150.00
3	Tank Yard Piping	LS	1	\$30,350.00	\$30,350.00
SUBTOTAL - Effluent Storage Tank					\$447,900.00

SUMMARY - CONSTRUCTION

	DESCRIPTION	TOTAL COST
1.0	SUBTOTAL - General	\$1,001,403.50
2.0	SUBTOTAL - Subsurface Drip Irrigation System	\$741,810.00
3.0	SUBTOTAL - Effluent Storage Tank	\$447,900.00
TOTAL BASE BID		\$2,191,113.50

Optional Bid Items

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	Haul Off Screen Material & Revegetation (Ranch Park)	LS	1	\$29,110.00	\$29,110.00
SUBTOTAL - Optional Bid Items					\$29,110.00

BID ITEM NOTES:

1. Material is located at Dripping Springs Ranch Park. Contractor will be responsible for screening material and removal of material left over from the screening process. Contractor shall be responsible for verify earth work quantities prior to bid.
2. Quantities are approximate, contractor shall provide site fence and construction entrance at Ranch Park. Include cost in applicable bid items 1.8 and 1.9.
3. Cost should include moisture sensors in each zone, pipe, tubing, wiring, & valves.
4. Reprogramming of controls and any required skid improvements shall be conducted by JNM Technologies, Inc.
5. Will include tank fabrication, exterior coating of tank & accessories, liquid level controller, and fittings.
6. There is an existing chain link fence at Ranch Park that shall remain in place. Any damage to the fence shall be repaired by the contractors' soles' expense.

6.01 Bidder agrees that the Work shall be **substantially complete no later than 150 calendar days**. The Contract Times commence to run as provided in paragraph 2.03 of the General Conditions. The Work shall be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within a period of **180 calendar days** after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

Each Bidder shall submit the following with its Bid:

- A. Required Bid Guarantee;
- B. Names of subcontractors, suppliers, and manufacturers with a description of work to be performed and/or equipment/materials to be supplied, with contact names, phone numbers, and addresses for those to be used on this Project;
- C. Contractor Qualifications Form, and information listed in the replacement Section D.

- Estimated Project Schedule;
- E. Resolution of Contractor;
- F. Proposed locations of laydown/equipment storage and temporary offices to be used during this Contract if different from what is shown on the plans.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on December 12th, 2024

State Contractor License No. _____

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

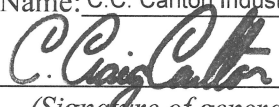
Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: C.C. Carlton Industries, LTD

By:  _____ (SEAL)

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): C. Craig Carlton, Manager to the G.P.

Business address: 3102 Bee Caves Rd, Ste. 200, Austin, Texas 78746

Phone No.: 512-476-4282 FAX No.: 512-476-4286

A Corporation

Corporation Name: _____

State of Incorporation Name: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____ (SEAL)

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is: _____

A Joint Venture

Joint Venturer Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

ID	Task Name	Duration	Start	Finish	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25																									
					29	5	12	19	26	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17
1	TOTAL PROJECT SCHEDULE:	240 days	Mon 1/13/25	Tue 9/9/25																																		
2	Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields (150)	180 days	Mon 1/13/25	Fri 7/11/25																																		
3	NTP, SUBMITTALS, ACQUIRING MATERIAL	15 days	Mon 1/13/25	Mon 1/27/25																																		
4	Erosion Controls	4 days	Tue 1/21/25	Fri 1/24/25																																		
5	Mobilization	7 days	Sat 1/25/25	Fri 1/31/25																																		
6	Clearing/Site Preparation	30 days	Sat 2/1/25	Sun 3/2/25																																		
7	Install Drip Irrigation System	100 days	Sat 2/15/25	Sun 5/25/25																																		
8	Revegetation	10 days	Mon 5/26/25	Wed 6/4/25																																		
9	Cleanup	7 days	Thu 6/5/25	Wed 6/11/25																																		
10	Substantial Completion of Drip Irrigation System (150 DAYS)	0 days	Wed 6/11/25	Wed 6/11/25																																		
11	Punchlist of Drip Irrigation	30 days	Thu 6/12/25	Fri 7/11/25																																		
12	Final Completion of Drip Irrigation System (180 Days)	0 days	Fri 7/11/25	Fri 7/11/25																																		
13	Bolted Ground Storage Tank (210-240)	240 days	Mon 1/13/25	Tue 9/9/25																																		
14	Tank Submittals (From Supplier)	14 days	Mon 1/13/25	Sun 1/26/25																																		
15	Tank Submittals (Engineering Review)	14 days	Mon 1/27/25	Sun 2/9/25																																		
16	Bolted Ground Tank	175 days	Mon 2/10/25	Sun 8/3/25																																		
17	Tank Testing	7 days	Mon 8/4/25	Sun 8/10/25																																		
18	Tank Substantial Completion (210 days)	0 days	Sun 8/10/25	Sun 8/10/25																																		
19	Punchlist of Tank	30 days	Mon 8/11/25	Tue 9/9/25																																		
20	Final Completion of Tank (240 days)	0 days	Tue 9/9/25	Tue 9/9/25																																		

Arrowhead Subdivision Ph3 12/12/2024	Task		External Tasks		Manual Task		Finish-only		Manual Progress
	Split		External Milestone		Duration-only		Deadline		
	Milestone		Inactive Task		Manual Summary Rollup		Critical		
	Summary		Inactive Milestone		Manual Summary		Critical Split		
	Project Summary		Inactive Summary		Start-only		Progress		

CONTRACTOR'S QUANTITY CERTIFICATION

C.C. Carlton Industries, LTD

I hereby certify that _____ (Name of Bidder/Corporation) _____, has carefully examined the Bidding Documents, Plans, site of the proposed Work, and other conditions that may affect the performance of the Work, and have verified and agree with Bid Form Quantities for the Construction of Arrowhead Phase 2 Wastewater Treatment Plant Expansion.

C.C. Carlton Industries, LTD

I also hereby certify that _____ (Name of Bidder/Corporation) _____, has investigated and is satisfied with the conditions to be encountered; the character, quality and quantities of Work to be performed and materials to be furnished and the requirements of the Bidding Documents, Contract Documents, and Construction Plans, and that any conflicts, errors, ambiguities, or discrepancies that were discovered in or between any of the Bidding Documents, Contract Documents, Construction Plans, and/or related documents, and if said conflicts, errors, ambiguities, or discrepancies have not been resolved by Engineer by an Addenda, the greater quantity or better quality of work, or compliance with the more stringent requirement resulting in a greater cost are included in the Bid.

Signature

Jay George

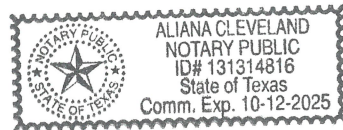
Name

December 12th, 2024

Date

SUBSCRIBED AND SWORN BEFORE ME THIS 12th day of December, 2024 to certify which witness by my hand and seal of office.

Signature of Notary



**SECTION 00510
RESOLUTION OF CONTRACTOR**

RESOLUTION
of

(CONTRACTOR)

I hereby certify that it was RESOLVED by a quorum of the directors of _____ (Name of Corporation), meeting on the _____ day of _____, 20__ that _____ (Name), _____ (Title), be, and hereby is, authorized to execute all documents necessary to the transaction of business in the State of Texas on behalf of the said _____ (Name of Corporation), and

That the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded 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 this _____ day of _____, 20__.

(Secretary)

(Seal)

SECTION 00410
BID BOND

BIDDER (Name and Address):

CC Carlton Industries, Ltd.
3102 Bee Caves Rd., Ste. 200
Austin, TX 78746

SURETY (Name and Address of Principal Place of Business):

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

OWNER (Name and Address):

City of Dripping Springs
511 Mercer St
Dripping Springs, TX 78620

BID

BID DUE DATE: December 12, 2024

PROJECT (Brief Description Including Location):

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

BOND

BOND NUMBER: Bid Bond

DATE: (Not later than Bid due date): December 12, 2024

PENAL SUM: Five Percent of Amount Bid \$ (5%)
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

CC Carlton Industries, Ltd. (Seal)

Bidder's Name and Corporate Seal

By: _____

Signature and Title
Jay George, V.P. of Estimating

Attest _____

Signature and Title
Alicia Cleveland, Est. Coordinator

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title Attorney-in-fact
(Attach Power of Attorney)

Attest _____

Signature and Title Bond Admin.
A. Gonzales

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

08338

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Steven W. Dobson, John W. Schuler

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

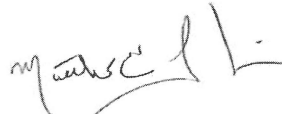
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

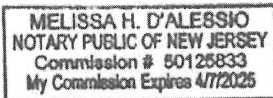


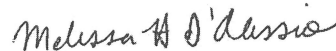
Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.





Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12th day of December 20 24

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



CONTRACTOR'S QUALIFICATION

The Owner desires to contract with Contractor which is fully qualified and experienced to perform the work on this project.

The bidder is required to supply the following information to the Owner along with the Bid. Additional sheets may be attached if necessary.

- (1) Name C.C. Carlton Industries, LTD

- (2) Address 3102 Bee Caves Rd, Ste. 200
City Austin STATE Texas ZIP CODE 78746

- (3) Phone Number 512-476-4282 Fax Number 512-476-4286

- (4) Type of Firm:

Individual Partnership Corporation

- (5) Corporation organized under the laws of the State of: _____

- (6) List the Names and addresses of all members of the firm or names and titles of all officers of the corporation.

<u>C. Craig Carlton</u>	<u>3102 Bee Caves Rd, Ste. 200, Austin, Texas 78746</u>
(Name)	(Address)
(Name)	(Address)
(Name)	(Address)
(Name)	(Address)

- (7) Number of years experience under present firm name: 25

- (8) Number of years experience in construction work of the type called for in this contract as: A general contractor 25; A subcontractor 25.

- (9) List at least three (3) similar projects in cost and nature completed as of recent date:
List most recent first.

Contract Amount	Class of Work	Date Completed	Owner's and Design Engineer's Name, Address & Telephone
\$ *See attachment A*	_____	_____	_____
\$ _____	_____	_____	_____
\$ _____	_____	_____	_____

- (10) Has your firm ever defaulted on a contract? No _____ If so, where and why? _____

- (11) Are you at present in any litigation or lawsuits involving construction work of any type?
 _____ Yes No. If yes, please explain: _____

- (12) Attach a list of your major equipment owned that is available for this contract.

Quantity	Description, Size, Capacity, etc.	Condition	Years in Service	Present Location
	See attachment B			

(13) Attach a list of all current work under contract and/or under construction.

Contract Amount	Type of Work	Percent Complete	Owner's Name, Address & Telephone
See attachment C			

(14) List the name and address of each subcontractor who will perform work in or about the work or improvements in excess of one-half (1/2) of one (1%) percent of the total bid price and indicate what part of the work will be done by each subcontractor:

Name	Address	Portion of Work Sublet
To be provided if Low Bidder		

(15) List all jobs your company or any principal in your company performed in which a trench failure injury occurred:

Name of Job	Location	Date
N/A		

(16) Describe mechanic's or material-men's liens that have been filed against the company within the last three (3) years and the status of their disposition. N/A

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this 12th day of December, 2024.

By: [Signature]
Title: V.P. of Estimating

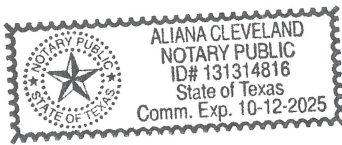
State of Texas

County of Travis

Subscribed and sworn to before me this 12th day of December, 2024.

Notary Public [Signature]

My Commission Expires: 10/12/2025





The State of Texas
Secretary of State

CERTIFICATE OF ORGANIZATION

OF

CARLTON GP, LLC

FILING NUMBER 07046627

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF ORGANIZATION FOR THE ABOVE NAMED COMPANY HAVE BEEN RECEIVED IN THIS OFFICE AND HAVE BEEN FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF ORGANIZATION.

ISSUANCE OF THIS CERTIFICATE OF ORGANIZATION DOES NOT AUTHORIZE THE USE OF A COMPANY NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER ENTITY UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED FEB. 2, 1999

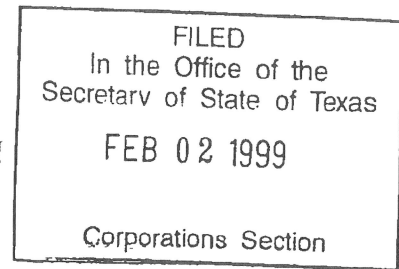
EFFECTIVE FEB. 2, 1999



A handwritten signature in black ink, appearing to read "Elton Bomer".

Elton Bomer, Secretary of State

**ARTICLES OF ORGANIZATION
OF
CARLTON GP, LLC**



The undersigned, acting as the sole organizer of a limited liability company under the Texas Limited Liability Company Act (the "Act"), does hereby adopt the following Articles of Organization for CARLTON GP, LLC (the "Company"):

ARTICLE ONE

The name of the Company is CARLTON GP, LLC.

ARTICLE TWO

The Company will commence on the date these Articles are filed with the Secretary of State of Texas, and shall end on December 31, 2050.

ARTICLE THREE

The purpose for which the Company is organized is the transaction of any or all lawful business for which limited liability companies may be organized under the Act.

ARTICLE FOUR

The address of the initial registered office of the Company is 612 Brazos, Suite 201, Austin, Texas 78701, and the name of the initial registered agent of the Company at that address is C. Craig Carlton.

ARTICLE FIVE

The Company is to be managed by one or more managers. The number of initial managers, who shall serve as manager until the first annual meeting of members of the Company or until her successor is duly elected, shall be one. The name and address of such initial manager shall be as follows:

C. Craig Carlton
11506 Echo Hollow
Houston, Texas 77024

ARTICLE SIX

Any action required by the Act or the Texas Business Corporation Act ("TBCA") to be taken at any annual or special meeting of members, or any action that may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

ARTICLE SEVEN

No member shall have a preemptive right to acquire any membership interests or securities of any class that may at any time be issued, sold, or offered for sale by the Company.

ARTICLE EIGHT

The right of members to cumulative voting in the election of managers is expressly prohibited.

ARTICLE NINE

A manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this Article Nine does not eliminate or limit the liability of a manager to the extent the manager is found liable for (i) a breach of the manager's duty of loyalty to the Company or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or (iv) an act or omission for which the liability of a manager is expressly provided in an applicable statute. Any repeal or amendment of this Article Nine by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability of a manager of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which the manager of the Company is not liable as set forth in the preceding sentences, the manager shall not be liable to the fullest extent permitted by any provision of the statutes of Texas hereafter enacted that further limits the liability of a manager or of a director of a corporation.

ARTICLE TEN

The Company shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was

a manager or officer of the Company or (ii) while a manager or officer of the Company, is or was serving at the request of the Company as a director, manager, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a limited liability company may grant indemnification to a manager under the Act and the TBCA, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any manager or officer who is elected and accepts the position of manager or officer of the Company or elects to continue to serve as a manager or officer of the Company while this Article Ten is in effect. Any repeal or amendment of this Article Ten shall be prospective only and shall not limit the rights of any such manager or officer or the obligations of the Company with respect to any claim arising from or related to the services of such manager or officer in any of the foregoing capacities prior to any such repeal or amendment of this Article Ten. Such right shall include the right to be paid or reimbursed by the Company for expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act and the TBCA, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Company within 90 days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Act and the TBCA, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its managers or any committee thereof, special legal counsel, or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Company (including its managers or any committee thereof, special legal counsel, or members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, regulation, resolution of members or managers, agreement, or otherwise.

The Company may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law.

To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article Ten shall extend to proceedings involving the negligence of such person.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative,

any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ARTICLE ELEVEN

The name and address of the sole organizer of the Company are as follows:

Michael L. Cook
Jenkins & Gilchrist, P.C.
600 Congress Avenue, Suite 2200
Austin, Texas 78701


EXECUTED this 4th day of January, 1999.

SOLE ORGANIZER



Michael L. Cook

I, the undersigned organizer of CARLTON GP, LLC, a Texas limited liability company, do hereby disclaim any and all interests in said limited liability company.



Michael L. Cook

A

Job #	Job Name	Location	PM	Superintendent	Owner	Engineer	Contract Price
24-003	Whisper Valley Central	7537 1/2 Taylor Ln, Manor, TX 78653	Byron Dupre	Trinidad Arriaga	Club Deal 120 Whisper Valley LP, % of Taurus of Texas GP LLC (Adam Moore:817-788-1000)	LandDev Consulting, LLC (Michael A. Giannetta: 512-872-6696)	\$1,302,938.45
23-058	BeBee Rd 16 In Waterline Ext	CR 122, Kyle, Texas	Jeff Markey	Gabino Sanchez	Goforth Special Utility District	Southwest Engineers (Neal Goedrich: 830-672-7516)	\$1,581,075.50
23-043	Tesla Kitchen HUB	1 Tesla Road Austin, TX 78725	Zac Vaughn	Joe Coppedge	Tesla (Kopi Garza:956-566-3693)	Tesla	\$310,701.00
23-032	River Oaks Community	N/A	John Graham	Gabino Sanchez	San-N-Pac Stores Inc	KFW Engineers & Surveying	\$109,734.00
23-028	McKinney Falls	5200 McKinney Falls Pkwy, Austin, TX 78744	Blake Scrivener	Jose Briones	OHT Construction, LLC (Jason Price: 512-813-7111)	LSI (Michael Linehan: 512-328-6050)	\$341,078.00
23-026	Preserve Waterline	3941 FM 2722, New Braunfels, Comal Co, Texas 78132	Tommy McDougal	Robbie Martinez	JHJ Land & Cattle Company Holdings, LLC (James Jacobs: 512-844-4333)	Haynie Consulting, Inc (T. Haynie: 512-837-2446)	\$331,000.00
23-019	PHC-DLH10	1301 E. Wintergreen Rd, Hutchins, Texas 75141	Zac Vaughn	Cody Ischy	Provident Hospitality Contractors, LLC (Eddie Grant: 631-707-6325)	Pape Dawson (Brandon O'Donald:817-870-3668)	\$275,440.00
23-016	FM 2252 Garden Ridge	Doerr Lane, Schertz, TX	Tommy McDougal	Robbie Martinez	City of Schertz	City of Schertz Engineering Department	\$247,053.00
23-012	Belton ISD	1651 O.T. Tyler Drive Belton, Texas 76513	Jeff Markey	Cody Ischy	Belton ISD	Kimley -Horn	\$1,130,421.00
23-008	Wood Spring Suites	Creekview Dr. & South New Road Waco, Texas 76711	Jeff Markey	Cody Ischy	Provident Hospitality	Southland Consulting Engineers	\$649,850.00
23-006	Space X 2	858 FM 1209 Bastrop, Texas 78602	Zac Vaughn	Fermin Molina	Space Exploration Technologies (Lyman Lam:310-682-2805)	SpaceX (AB Ozdil:512-590-0447)	\$5,853,135.45
23-002	Headwaters Ph 4. Drip Field	3 miles NE of RM12 and US290, Dripping Springs, Texas	Heath Taylor	Joe Duarte	WFC HEADWATERS OWNER VII, LP	Allen Engineering Group (David Allen: 512-632-0121)	\$1,891,114.00
23-001	Homestead Ground Storage Tank	Homestead, Marion, Texas 78124	Tommy McDougal	Robbie Martinez	Green Valley Special Utility District (David Allen:830-914-2330)	Trihydro Corporation (Jason Vreeland:830-626-3588)	\$2,381,100.00
22-032	Swadeshi Plaza	7652 & 7680 183A Leander, Texas 78641	Heath Taylor	Fermin Molina	NEC CRYSTAL N 183 LLC (Ramesh Vadlamani:713-751-9890)	Kirkman Engineering (Jeremy Nelson:817-448-4960)	\$580,000.00
22-026	Mayfair	Kohlenberg Rd, New Braunfels	Heath Taylor	Robbie Martinez	Southstar at Mayfair, LLC	Pape-Dawson (Steven Deann: 830-632-5633)	\$3,700,901.41
22-025	Space X	858 FM 1209 Bastrop, Texas 78602	Brad Vonderheid	N/A	Space Exploration Technologies (Lyman Lam:310-682-2805)	Space X (AB Ozdil: 512-590-0447)	\$514,623.00
22-024	Prose at Buda	FM 2001 Buda, Texas 78610	Tommy McDougal	Gabino	Alliance Realty Partners, LLC	Kimley-Horn (Daniel Furdock:512-645-2237)	\$1,813,275.28
22-023	Cannon Ranch	Rob Shelton Blvd and Founders Park Road	Tommy McDougal	Joe Duarte	Ashton Woods Homes (Steven Pierce:512-615-6409)	Doucet & Associates, Inc. (Jacob Harris: 512-583-2600)	\$7,381,123.04
22-021	Villages of Hidden Lake Commercial	3607 Kelly Ln, Pflugerville, TX 78660	Heath Taylor	Trinidad Arriaga	BLD VOHL 6A-1 LLC (Becky Collins:512-774-7336)	Pape-Dawson Engineers (Mike Fisher: 512-454-8711)	\$1,141,397.00
22-019	Tesla Building Expansion	1 Tesla Road Austin, TX 78725	Josh Bollich	Joe Coppedge	Tesla (Marlin Cox: 570-580-1272)	Jacobs Engineering	\$612,710.00
22-017	Simwon	Plum Creek, Building 3 Kyle, Texas 78640	Brad Vonderheid	Fermin Molina	SIMWON NA CORP	Do Kim (Do Kim: 470-796-0720)	\$3,430,000.00
22-016	Emma Office Park	3219 Manor Road Austin, Texas 78723	Brad Vonderheid	Fermin Molina	Cumby Construction, LLC (James Cumby: 512-296-2535)	Jones & Carter (512-441-9493)	\$410,796.00
22-013	Northgate Ranch Phase 2 Section 7	2455 Co Rd 214 Liberty Hill, TX 78642	Heath Taylor	Trinidad Arriaga	Tri Point Homes (512-848-1401)	BGE, INC (Scott Swiderski: 512-879-0400)	\$8,278,539.90
22-012	Benton Phase 1-1 & 1-2	Ronald Reagan Blvd, Georgetown, Texas	Josh Bollich	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn: 512-418-1771)	\$18,978,084.80
22-011	Parmer Sector 9	12600 McCallen Pass Austin, Travis Co, Texas	Jason Horne	Robbie Martinez	Karlin Parmer 9, 1 LLC (Matthew Schwab: 512-482-5565)	LandDev Consulting, LLC (Michael A. Giannetta: 512-872-6696)	\$1,556,367.00
22-008	3219 Manor Road	3219 Manor Road, Austin, Texas 78723	Heath Taylor	N/A	Cumby Construction, LLC	Jones & Carter (512-441-9493)	\$40,000.00
22-007	Homestead Offsite Force Main	N/A	Tommy McDougal	Hunter Dickiehut	I LF N-T Owner, LP (617-221-8400)	Trihydro Corporation (830-626-3588)	\$1,049,510.70
22-005	Entrada Ph 3	Crystal Bend Dr & Immanuel Rd, Pflugerville, TX	Josh Bollich	Trinidad Arriaga	Lennar Homes of Texas Land & Construction, LTD (Kevin Pope: 512-531-1375)	Carlson, Brigrance & Doering, Inc (Brendan McEntee: 512-280-5160)	\$1,626,823.50

22-004	Hays County Ph 2 Drip Field	Ledgestone Dr, Austin, Texas 78731	Heath Taylor	Joe Duarte	Hays County Municipal District No .4 (281-398-8211)	Burgess & Niple, Inc (Mora Guerra: mora.guerra@burgessniple.com)	\$1,631,388.00
22-003	HeadWaters Ph3	East of Intersection of Roy Branch Rd & Hazy Hills Loop, Austin, TX	Tommy McDougal	Joe Duarte	WFC Headwaters Owner VII, LP	Malone & Wheeler (Landon M. McClellan: 512-899-0601)	\$9,834,278.13
22-002	HeadWaters Ph3 Drip Irrigation	East of Intersection of Roy Branch Rd & Hazy Hills Loop, Austin, TX	Heath Taylor	Joe Duarte	Headwaters MUD of Hays County - C/O McLean & Howard L.L.P.	Allen Engineering Group (David Allen: 512-632-0121)	\$1,623,160.00

B

HEAVY EQUIPMENT	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
BACKHOE						
LB-12! PFH	2014	Cat	416F	0KSF01182	STALLION	9,164
LB-13! PFH	2014	Cat	416F	0KSF01689	BENTON	8,624
LB-16	2015	Cat	416F	0KSF02233	FREEDOM	3,129
LB-17	2014	Cat	416F	HKSF02077	FREEDOM	8,376
LB-18 PFH	2015	Cat	416F2	0HWB00257	HUTTO EXTENSION	7,769
LB-19 PFH	2015	Cat	416F2	0HWB00288	ENTRADA	7,459
LB-20	2015	Cat	416F2	0HWB00263	STALLION	9,172
LB-21 (BF-21) PFH	2019	Cat	416F2	0HWB01927	STALLION	5,275
LB-22 (BF-22) PFH	2019	Cat	416F2	0HWB01900	STALLION	7,306
LB-23 (BF-23) PFH	2019	Cat	416F2	0HWB01926	STALLION	5,868
LB-24 (BF-24) PFH	2019	Cat	416F2	0HWB01853	FREEDOM	6,781
LB-25! (BF-25)	2022	Cat 4SX	416	VH8P00967	FREEDOM	1,473
LB-26 (BF-26)	2022	Cat 4SX	416	PH8P00977	FREEDOM	1,350
LB-27 (BF-27)	2022	Cat4SX	416	H8P00975	SWEETWATER	1,418
LB-28 (BF-28)	2022	Cat4SX	416	H8P00980	SWEETWATER	1,414
LB-29! (BF-29) PFH	2022	Cat4SX	416	H8P00978	FREEDOM	1,280
LB-30 (BF-30) PFH	2022	Cat4SX	416	H8P00981	FREEDOM	1,201
WHEEL LOADER						
WL-01	2002	Volvo	L90D	70713	SHOP LOADER	20,467
WL-04 (LF-04)	2019	Volvo	L90H	624892	TESLA	9,411
WL-05 (LF-05)	2019	Volvo	L90H	624893	ESPERANZA	9,080
WL-06	2019	Volvo	L90H	624895	STALLION	8,750
WL-07!	2019	Volvo	L90H	624941	BENTON	8,254
WL-08 (LF-08)	2019	Volvo	L90H	624846	FREEDOM	9,895
WL-09 (LF-09)	2019	Volvo	L90H	24847	STALLION	9,009
WL-10	2020	Volvo	L90H	625352	LAKEMAY HIGHLANDS PH.2	5,584
WL-12 (LF-12)	2020	Volvo	L90H	625290	LAKEMAY HIGHLANDS PH.2	7,146
WL-13 (LF-13)	2020	Volvo	L90H	625388	MX AM CULTURAL CNTR	6,949
WL-14 (LF-14)	2020	Volvo	L90H	625389	ELM CREEK	6,367
WL-15 (LF-15)	2020	Volvo	L90H	625289	HUTTO BOOSTER STATION	5,661
WL-16	2019	Volvo	L90H	624985	FLORA TREATMENT PLANT	8,023
WL-17	2018	Volvo	L90H	624768	BENTON	6,475
WL-18	2019	Volvo	L90H	625049	LAKEMAY HIGHLANDS	5,770
WL-19	2019	Volvo	L90H	624940	SPACE X	7,219
WL-23 (LF-23)	2019	Volvo	L90H	625392	FREEDOM	7,552
WL-27 (LF-27)	2019	Volvo	L90H	625325	MARBRIDGE IS	5,208
WL-30	2013	Volvo	L90G	617040	ESPERANZA	1,218
WL-31	2014	Volvo	L90G	617310	STALLION	14,339
WL-32 (LF-29)	2019	Volvo	L90H	625391	TRAVISSO	5,776
WL-33	2014	Volvo	L90G	617480	TRAVISSO	16,288
WL-34 (LF-34)	2014	Volvo	L90G	617203	FREEDOM	16,332
WL-35 (LF-35)	2014	Volvo	L90G	617578	WHISPER VALLEY	15,194
WL-36 (LF-36)	2014	Volvo	L90G	617392	SHOP	15,316
WL-37 (LF-37)	2022	Volvo	L70H	624635	STALLION	2,750
WL-38 (LF-38)	2022	Volvo	L90H	626090	AIRPORT GATEWAY	4,267

WL-39 (LF-39)	2022	Volvo	L90H	626089	FREEDOM	4,097
WL-40 (LF-40)	2022	Volvo	L90H	626117	AIRPORT GATEWAY	4,152
WL-41 (LF-41)	2013	Volvo	L110G	8769	ESPERANZA	14,601
WL-42!	2014	Volvo	L150H	4261	AIRPORT GATEWAY	14,201
WL-45 (LF-45)	2022	Volvo	L70H	624636	ALTA BLAKEY	3,236
WL-46 (LF-46)	2022	Volvo	L70H	624643	PARMER 9	2,114
WL-47	2018	Cat	950GC	00950CM5T01028	ESPERANZA	8,277
WL-48 (LF-48)	2022	Volvo	L90H	626151	WHISPER VALLEY	3,678
WL-49 (LF-49)	2022	Volvo	L90H	626152	FREEDOM	3,966
WL-50 (LF-50)	2022	Volvo	L90H	626150	LEGACY	3,205
WL-51 (LF-51)	2022	Volvo	L90H	626266	ESPERANZA	3,442
WL-52 (LF-52)	2022	Volvo	L90H	626308	SIMSBORO	3,261
WL-53! (LF-53)	2022	Volvo	L90H	626309	LEANDER FIRE	3,203
WL-54 (LF-54)	2022	Volvo	L90H	626313	BENTON	2,340
WL-55 (LF-55)	2022	Volvo	L90H	626310	SWEETWATER	3,094
WL-56 (LF-56)	2022	Volvo	L90H	626315	TRAVISSO	3,044
TRACK HOE	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
TH-5	2013	Cat	314D	SSZ00819	LEANDER FIRE	8,562
TH-6	2013	Volvo	EC140DL	210454	FREEDOM	10,622
TH-10 PFH	2019	Volvo	EC380E	311727	ESPERANZA	8,593
TH-11 PFH	2019	Volvo	EC380EL	311724	TRAVISSO	7,449
TH-12 PFH	2019	Volvo	EC380EL	311865	ELM CREEK	7,420
TH-15	2005	Volvo	EC460BLC	10955	MARBRIDGE LS	4,133
TH-16 PFH	2019	Volvo	EC380E	311760	MARBRIDGE LS	7,880
TH-24	2020	Volvo	EC220E	314233	ESPERANZA	5,152
TH-25!	2020	Volvo	EC220E	314206	LEANDER FIRE	5,450
TH-26	2020	Volvo	EC220E	314289	TESLA	5,076
TH-27	2020	Volvo	EC220E	314252	TRAVISSO	5,476
*TH-28 PFH	2000	Komatsu	PC-450LC-6X	K32052	SHOP / DOWN	14,382
TH-29	2020	Volvo	EC380E	314261	LEANDER FIRE	6,093
TH-35	2004	Cat	365B	DER00145	ESPERANZA	16,039
TH-37	2014	Cat	349FL	CAT0349FPHD00132	ESPERANZA	8,760
TH-38	2017	Cat	308E2CR	CAT0308ELFJX07195	STALLION	8,434
TH-39	2020	Volvo	EC380E	314269	SIMSBORO	5,266
TH-40!	2012	Cat	349EL	TFG0317	FREEDOM	12,981
*TH-41 PFH	2013	Volvo	EC340DL	210245	FREEDOM	12,850
TH-44	2017	Volvo	EC380E	311107	TESSERA LIFT STATION	7,195
TH-45 PFH	2014	Volvo	EC140DL	H00210774	SAN GABRIEL	9,593
*TH-47! PFH	2014	Volvo	EC340D	210448	BENTON	11,861

TH-48	PFH	2014	Volvo	EC340D	210458	LEGACY	11,805
TH-49		2020	Volvo	EC380E	314217	TESLA	4,490
TH-50	PFH	2020	Volvo	EC380E	314488	TESLA	4,288
TH-53		2019	Volvo	EC250E	314029	LAKEWAY HIGHLANDS	4,880
TH-55		2020	Volvo	EC220E	311008	MX AM CULTURAL CNTR	5,833
TH-59		2017	Volvo	EC350	310372	CANNON RANCH	7,390
TH-70		2019	Volvo	EC220E	310903	AIRPORT GATEWAY	5,470
TH-71		2017	Volvo	EC220E	310499	HUTTO BOOSTER STATION	4,392
TH-72	PFH2028	2022	Volvo	EC380E	314974	WHISPER VALLEY	2,728
TH-73	PFH	2022	Volvo	EC380E	314975	FREEDOM	3,709
TH-74	PFH	2022	Volvo	ECR235	314314	MARBRIDGE LS	2,298
TH-75	PFH	2022	Volvo	EC220EL	314726	TRAVISSO	2,809
TH-76	PFH	2022	Volvo	EC380EL	315052	MX AM CULTURAL CNTR	2,884
TH-77	PFH	2022	Volvo	EC220E	314824	BENTON	2,169
TH-78	PFH	2022	Volvo	EC220E	314803	AIRPORT GATEWAY	3,484
TH-79	PFH	2022	Volvo	EC380EL	315011	AIRPORT GATEWAY	3,617
TH-80	PFH	2022	Volvo	EC220EL	314806	FREEDOM	3,385
TH-81	PFH	2022	Volvo	EC380E	315042	FREEDOM	2,964
TH-82	PFH	2022	Volvo	EC380E	315028	AIRPORT GATEWAY	2,600
TH-83	PFH	2022	Volvo	EC220EL	314936	FREEDOM	2,963
TH-84	PFH	2022	Volvo	EC220EL	315006	ESPERANZA	1,933
TH-85	PFH	2022	Volvo	EC220E	315171	ESPERANZA	1,280
TH-86	PFH	2022	Volvo	EC380E	315288	BENTON OFF SITE	724
TH-87	PFH	2022	VOLVO	EC380E	315283	ESPERANZA	1,607
TH-88			VOLVO	EC380E	315299	SWEETWATER	2,190
TH-89		2022	VOLVO	EC220E	315257	SIMSBORO	1,886
TH-90		2022	VOLVO	EC220EL	315258	SWEETWATER	2,148
TH-91		2022	VOLVO	EC220E	315256	WHISPER VALLEY	1,286
TH-92		2022	VOLVO	EC220E	315255	WHISPER VALLEY	1,198
TH-93			AA	308CR SEX	0GG808757	LEGACY	761
TRACK LOADER		YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
TL-01		2017	Cat	963K	LBL00439	CANNON RANCH	10,428
TL-02		2021	Cat	963K	LBL01267	HOMESTEAD STORAGE TANK	4,882
MINI EX							
MX-01		2013	Hitachi	ZX50U-3	HCM1YB0H00277138	MX AM CULTURAL CNTR	9,024

MX-03	2018	Cat	305E2CR	CAT0305E2CR	LEANDER FIRE	981
MX-04	2020?	Volvo	ECR58D	VCE00C58T00210886	LAKEWAY HIGHLANDS PH.2	2,368
MX-05	2020	Volvo	EC3SD	14158	ALTA BLAKEY	2,845
MOTOR GRADER						
MG-01	2014	John Deere	772G	1DW772GPLDF65647	HOMESTEAD	14,012
MG-02	2014	John Deere	772G	1DW772GPPEF62633	FLORA TREATMENT PLANT	13,272
MG-03	2014	Cat	140M3	N9D00196	SPACE X	12,844
MG-06	2009	Cat	140M	MHB9D01529	LAKEWAY HIGHLANDS	16,865
MG-07	2015	Cat	140M3	0N9D00265	STALLION	12,197
MG-08	2007	Cat	14M VHP	B9J00195	SHOP	20,837
MG-09	2015	Cat	140M3	0N9D00422	FREEDOM	8,219
MG-10	2015	CAT	140M3	N9D00465	FREEDOM	6,511
MG-11	2018	CAT	140M3	N9D01015	STALLION	
TRENCH ROLLER						
CP-01	1999?	Wacker	RT560	716601025	SHOP / DOWN	1,201
CP-02	2012	Bomag	BMP8500	10172011 2394	SHOP / DOWN	743
CP-03	2016	Bomag	BMP8500	1.0172E+11	MAYFAIR	1,482
COMPACTION ROLLER						
CR-01 SD 84"	2015	Bomag	BW211D-50	1.01585E+11	STALLION	5,489
CR-02 SD 84"	2016	Bomag	BW211D-50	1.01585E+11	HOMESTEAD	6,026
CR-03 SD 84"	2016	Bomag	BW211D-50	1.01585E+11	KEITH'S SHOP	5,972
CR-04 Pn 69"	2017	Volvo	PTR240	VCE0T240H04352012	FREEDOM	3,725
CR-05 SD 84"	2022	Volvo	SD115BD	236844	FREEDOM	1,596
CR-06 SD 84"	2022	Volvo	SD115BD	236932	STALLION	1,518
CR-07 PF 84"	2022	Volvo	SD115BF	236606	SPACE X	1,514
CR-08 SD 84"	1996	Ingersoll Rand	SD100D	147966	FLORA TREATMENT PLANT	1,551
CR-09 SD 84"		Volvo	SD115BD	236963	BENTON	1,401
CR-10 SD 46"		Volvo	DD15	270318	FREEDOM	337
CR-13 SF 65.9"	2007	Ingersoll Rand	SD77F	192640	ROMCO	2,147
CR-14 SF 84"	2012	Volvo	SD100F	226700	FLORA TREATMENT PLANT	4,031
CR-16 MSD 34.5"	2000	Wacker	RD11	CP388105558	ESPERANZA	335
CR-17 SD 84"	2012	Cat	CSS6B	L8H0356	FREEDOM	5,037
CR-18 Pn 69"	2012	Volvo	PT240R	325091	STALLION	4,787
CR-20 SD 84"	2016	Volvo	SD115B	236232	LAKEWAY HIGHLANDS PH.2	4,711
CR-23 MSD 46"	2017	Volvo	DD15	270233	SPACE X	1,564
CR-24 MSD 48"	2017	Volvo	DD15	270234	STALLION	1,546
CR-25 MSD 46"	2017	Bomag 120SL	BW120SL-5	8.6188E+11	LAKEWAY	850
CR-26 PF 84"	2015	Bomag	BW211PD-50	1.01584E+11	FREEDOM	4,062
CR-27 SF 84"	2021	Volvo	SD115B	VCES115BK0S236921	FREEDOM	1,223

CR-28 SD 84"	2019	Volvo	SD115B	VCE115B;J0S236533	ESPERANZA	1,694
ROCK SAWS		RK3-01P Teeth at River City	76863P-046-2 in stock			
TM-01	2016	TORO	TRX-20	316000199	SIMSBORO	685
TM-2A	2004	Case	960 Trencher	DFG0005118	SWEETWATER	926
TM-3A	2004	Case	960 Trencher	DFG0005138	SHOP	632
SKID STEER						
SK-5	2016	Cat	259D	0FTL10006	BENTON	8,040
SK-7	2014	Cat	289C	RTD00987	FREEDOM	6,231
SK-8	2019	Cat	289D	OTAW12423	ESPERANZA	6,557
SK-9	2019	Cat	289D	OTAW12604	SIMSBORO	5,174
SK-10!	2019	Cat	289D	OTAW12724	BENTON	6,619
SK-11	2019	Cat	289D	OTAW12725	STALLION	5,734
SK-12	2020	Cat	259D	0CW903265	ELM CREEK	3,711
SK-13	2020	Cat	259D	0CW906549	HOMESTEAD	3,391
SK-14	2020	Cat	259D	0CW906510	SPACE X	3,630
SK-15	2019	John Deere	333G	1T0333GKLF363708	THE RANCH	3,286
SK-22		AA	289D	JX915837	LEGACY	366
SK-23		AA	289D	JX915850	STALLION	333
SK-24		AA	289D	JX915240	ESPERANZA	319
SK-25		AA	289D	JX916545	LAKEMAN HIGHLANDS PH.2	553
SK-26		AA	289D	JX915237	ALTA BLAKEY	250
SK-27		AA	289D	JX915238	TRAVISSO	248
STREET BROOM	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
BR-01	2013	Laymor	8HC	34584	SIMSBORO	1,526
BR-02!			CB95	335041	LEANDER FIRE	2,443
BR-03	2007	Laymor	8HC	29371-007	STALLION	2,443
WATER TRUCKS						
WT-01	2010	International	2000 gl	1HTMMAAN8AH267947	SWEETWATER	9,156
WT-02	2009	International	2000 gl	1HTMMAAN59H164206	SHOP / DOWN	11,462
WT-03	2007	International	2000 gl	1HTMMAANX7H392697	12831 DANIEL BOONE DR	5,691
WT-04	1997	Ford	F80	1FTXN80F9VVA44480	ESPERANZA	48,667
WT-05	2007	Ford	746	3FRWF75H47V448746	AIRPORT GATEWAY	19,393
WT-08	2015	International	2000 gl	1HTMMAAL1FH646357	ESPERANZA	8,655

WT-09	2012	International	2000 gl	IHTMMAAL3FH646358	WHISPER VALLEY	8,991
WT-10	2015	International	2000 gl	3HAMNAAL7CL044596	MARBRIDGE LS	8,139
WT-11	2004	Freightliner	2000 gl	1FVABTAL34DM75136	FREEDOM	50,795
WT-12	2013	International	2000 gl	IHTMMAAL1DH306641	BENTON	10,003
WT-15	2007	Ford 750 (commercial)	2000 gl	FRXF75E47V440768	FREEDOM	36,474
WT-16	2007	F750	2000 gl	3FRXF75E87V509428	TRAVISSO	488
WT-17	2007	Ford F-650	2000 gl	3FRNF65E37V511038	AIRPORT GATEWAY	45,850
WT-19	2003	Sterling	2000 gl	2FWBASAK43AL81703	FLORA TREATMENT PLANT	1,226
WT-20	2001	Sterling	2500 gl	2FWBAVAK51AH30126	MX AM CULTURAL CNTR	5,240
WT-22	2008	Ford F-750	2000 gl	3FRXF75E86V229085	SHOP	9,035
WT-23	2006	International	2000gl	IHTMMAAL76H263006	SPACE X	12,257
WT-24	2006	Freightliner	M2-106	1FVACXDD06HV82102	LAKEWAY HIGHLANDS	60,526
WT-25	2006	Freightliner	M2-106	1FVACXDD36HV82112	STALLION	8,096
WT-26	2006	Freightliner	M2-106	1FVACXDDX6HV82110	SWEETWATER	22,230
WT-27	2008	Ford F-650	2000 gl	3FRNF65A48V653462	SIMBBORO	19,924
WT-28	2008	Ford F-650	2000 gl	3FRNF65A88V647583	HOMESTEAD	14,898
WT-29	2013	International	2000 gl	IHTMMAAL9DH306631	ESPERANZA	9,220
WT-30	2017	Ford F750	2000 gl	1FDNF7DC6HDB02274	FREEDOM	7,006
WT-31	2017	Ford F750	2000 gl	1FDNF7DC4HDB06596	LEANDER FIRE	6,469
WT-33	2003	Sterling	2000 gl	2FZABYBS53AL03380	TESLA	5,193
WT-34	2003	Sterling Acterra	2000 gl	2FZABYBS93AL03382	SIMSBORO	19,806
WT-35	1997	Ford F800	2000 gl	1FDWF80C6VVA07395	SHOP	122,988
WT-36	2023	International	2000 gl	3HAEUMMML0PL878218	FREEDOM	3,162
WT-37	2023	International	2000 gl	3HAEUMMML2PL878219	STALLION	1,870
WT-38	2001	FRHT	2000 gl	1FV3GJAC1HH01742	SHOP	
DUMP TRUCK	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
DT-1	2002	Mack	RD688S	IM2P267YX2M063816	SIMSBORO	22,334
DT-2	1995	GMC	WCA	4V1VDBME2NN648012	TRAVISSO	3,205
FARM TRACTOR						
FM-02	2004	New Holand	4D02B	HV109S9	HEADWATERS	237
Bull Dozer						
BD-01	2015	Komatsu	D65WX-17	2551	FLORA TREATMENT PLANT	13,043
BD-02	2015	Cat	D6K2XL	WMR00815	BENTON	9,225
BD-03	2017	CAT	D6NSL DOZER	NJN00158	SHOP	10,849

ARTICULATED TRUCK												
OT-01	2012	Volvo	A30F		82041	STALLION		12,416				
OT-02!	2013	Volvo	A25F		80285	WHISPER VALLEY		10,218				
OT-03	2013	Volvo	A40F		P00011718	HOMESTEAD		10,857				
OT-04	2012	Volvo	A25F		C00080094	TESLA		10,631				
OT-05	2016	Volvo	A25G		740345	FREEDOM		8,455				
OT-06	2016	Volvo	A25G		740261	FLORA TREATMENT PLANT		9,282				
OT-07	2022	Volvo	A25G		752333	BENTON		2,548				
OT-08	2017	VOLVO	A25G		740353	TRAVISSO		10,660				
OT-09	2015	VOLVO	A40G		340561	FREEDOM		11,400				
MESSAGE BOARD												
MB-01 ABCD enter	2017	WANCO	WTLMB		5F12S1611H1000067	Shop / READY						
MB-03					5F12S161971001465	Shop/Broke						
MB-04					5F12S1615A1000045	CANNON RANCH						
MB-05	2014	WANCO			5F12S1611E1001683	TRD						
MB-06		Display Solutions			S010907	TRP/Broke						
SHAKER SCREEN												
SS-01	2020	MGL EXI	Screen		EX1045T	FREEDOM		4450				
SS-02	2018	EXI	powerscreen		EXT1038T	FREEDOM		1,669				
TOWABLE WATER PUMP												
TP-01	2017	Atlas Copco	PAS150		ITH0007773	WHISPER VALLEY		2,707				
TP-02	2017	Atlas Copco	PAS150		ITH0008596	SIMSBORO		1,463				
TOWABLE GENERATOR												
TG-01 56kw-59kw	2011	MQ POWER	DCA70US12C		8802018	SIMSBORO		25280				
TG-02 56kw-59kw	2013	MQ POWER	DCA70SSJU4I		7305460	FREEDOM		9763				
TOWABLE COMPRESSORS	YEAR	MAKE	MODEL		SERIAL/VIN	LOCATION		CURRENT HOURS / MILES				
TC-01	1997	Sullair	185 DPQ JD		4123863	SHOP / DOWN		3,375				
TC-02	2007	Sullair	185 DPQ JD		2.00704E+11	HOMESTEAD		472				
TC-03!	2007	AtlasCopCo	XAS185JDHH		USA020665	SHOP / DOWN		565				
TC-04!	2005	Sullair	175 DPQ JD		4151464	Shop		428				
TC-05	2016	AtlasCopCo	XAS185KD7		4500A1014GR053369	SHOP		570				
TC-06	2016	AtlasCopCo	XAS185KD7		4500A1010GR053370	FREEDOM		713				
TC-07	2019	AtlasCopCo	XAS185KDU T4F		4500A1011KR058599	MAYFAIR		361				
TC-08	2019	AtlasCopCo	XAS185KDU T4F		4500A1014KR058600	SPACE X		217				

TC-09	2018	AtlasCopCo	XAS185	HOP058599	CANNON RANCH	379
TC-10	2018	AtlasCopCo	XAS185	4500A1019JRO56968	FREEDOM	440
LIME MIXER						
LM-01	2010	CAT	RM500	0ASW00384	FREEDOM	5,552
LM-02		CAT	RM300	WR00614	FREEDOM	
MULE						
M-01	2021	Kawasaki	KAF820CMFNN	JKBAFSC11MB518587	SHOP	
BRUSH CUTTER						
BC-01	2018	CAT	BR172	TAB04654	SHOP	
BC-02				802	SHOP	
POWER SEEDER						
PS-01	2018	Erskin		HGA052357	HEADWATERS	
POWER RAKE						
PR-01	2020	PR72B	John Deere	TOPR72B90011	ESPERANZA	
SKID TRENCHER						
ST-01 3"			Erskine	1098663	LAKEWAY HIGHLANDS PH.2	
SKID POST DRIVER						
SPD-02	2022	EAR99	Ritchie Bros	PD680PZ22040801	Shop	
SKID TILLER					SHOP	
ST-01					SHOP	
SKID SHACKER					SHOP	
SSB-01					SHOP	
SKID AUGER					SHOP	
SA-01				1054932	SHOP	
SA-02		Alltec	HAI15		SHOP	
TREE SHEAR				801027	SHOP	
ANGEL BLADE					SHOP / READY	
SAB-01					SHOP / READY	
SKID FORKS						
SF-01		Cat		63SSFP070579	BIG SKY	
SF-02		Cat		65SSFP060165	SHOP	
SF-03		Blue Diamond		EAR99	RANCH	
SKID GRAPPLE						
SG-01					SHOP	
LIGHT TOWER					LOCATION	CURRENT HOURS / MILES
LT-01	2018	Atlas Copco	WUX910728	YA3029888HW910728	BENTON	905
LT-02	2016	Atlas Copco	WUX906378	YA3029888GW906378	SHOP	900

LT-03	2017	Atlas Copco	Highlight U4	906491	SHOP	1,629
LT-04	2017	Atlas Copco	Highlight U4	906489	SHOP	713
LT-05	2020	Atlas Copco	Highlight U4	906486	shop	939
LT-07	2020	Atlas Copco	WUX917330	YA3029886JW917330	SHOP	753
LT-08	2019	Atlas Copco	WUX920570	YA3029886KW920570	SHOP	1,098
LT-09	2018	Atlas Copco	WUX917490	YA3029886JW917490	SHOP / READY	705
LT-10			WUX917142	YA3029885JW917142	SHOP	198
PORTABLE WATER TOWER						
PWT-01	2016	Niece	12,000 gl	49320	MAYFAIR	
PWT-02	2014	Niece	12,000 gl	1N9T12015DK303025	FREEDOM	
PWT-03	2002	KPT-120	12000 gl	29652	STALLION	
PWT-04	2006	KPT-120	12,000 gl	38438	FREEDOM	
PWT-05	2010	MFG	12,000 gl	AL1542	STALLION	
HYDRO SEEDER						
HS-01	2018	Finn	T120GN"MR"43	1F9GS2129JF135127	Shop	1,904
SKID BROOM						
SB-01	2021	Mower King 72"	SSBM72	SSBM7221030802	SHOP	
RIDING MOWER						
RM-03	2013	Kubota 54"	Z724KH	8/26/1927	Shop	240
RM-04	2021	Turf Tiger 11 61" 31 HP Kaw	R0800927	SCGSTTII61V31DFI	WEDDING VENUE	1
TILLER						
RT-01		Cub Cadet	RT65		Shop	

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Job #	Job Name	Location	PM	Superintendent	Owner	Engineer	Contract Price
24-014	Village Grove Ph.1	Wallace Mtn Dripping Spring, Texas	Byron Dupre	Gabino Sanchez	Dripping Springs Partners, LLC (Mathew Scrivener:615-405-0225)	Doucet & Associates, Inc. (Ryan Perry: 512-583-2600)	\$14,924,056.07
24-013	Northwest Booster Station	9809 Glenlake Dr. Austin, Texas 78730	Zac Vaughn	Alvino	City of Austin (Tiger Davis:512-972-2205)	CDM Smith Inc. (Alan Rhames:512-346-1100)	\$8,940,800.00
24-012	Riley's Point Public Improvements	Staples Rd and Old Bastrop Highway San Marcos, TX	Zac Vaughn	Gabino Sanchez	Woodfield Development, LLC (Adam Soto:214-625-2263)	Westwood Professional Services (Tate Braun: 972-235-3031)	\$4,921,474.70
24-011	SpaceX East Parking Lot	858 FM 1209 Bastrop, Texas 78602	Zac Vaughn	Fredy Cervantes	Space Exploration Technologies (Lyman Lam:310-682-2805)	SpaceX (AB Ozdil:512-590-0447)	\$893,110.00
24-010	Wildridge	Intersection of US 290 & Wildridge Blvd, Dripping Springs, Texas	Zac Vaughn	Gabino Sanchez	Meritage Homes (Rob Archer: 855-588-6374)	Doucet & Associates (Richard Pham:512-583-2600)	\$27,771,118.59
24-009	Mayfair IH-35 Elec. & Fiber Crossing	IH-35 & Ransom Drive, New Braunfels, Texas	Heath Taylor	Jose Briones	Southstar at Mayfair, LLC (Jim Vater:512-865-5898)	Pape-Dawson (Jocelyn Perez: 830-632-5633)	\$501,192.50
24-008	Big Sky Drip Irrigation & WWTP	1000 Lone Peak Way Dripping Springs TX 78620	Heath Taylor	Lalo	Meritage Homes of Texas, LLC (Brando Hammann: 512-610-4800)	Doucet & Associates (Chris Reid: 512.583.2600)	\$3,627,472.25
24-007	Cedar Breaks & DB Woods LS	Georgetown, Texas	Blake Scrivener	Gabino Sanchez	City of Georgetown	CDM Smith Inc.	\$11,441,104.25
24-006	Hwy 281-7 Eleven Waterline	33889 US-281, Bulverde, TX 78163	Byron Dupre	Gabino/ Robbie	Texas Water Company	Langan Engineering & Environmental Services, Inc	\$271,961.00
24-005	Bell Tower	Azalea & S. 5th St. Temple, Texas	Jeff Markey	Roberto Cervantes	Pillar Income Asset Management	Pacheco Koch	\$1,400,000.00
24-004	Larkspur Ph 2	106 Groesbeck Ln, Leander, TX 78641	Heath Taylor	Joe Coppedge	TC/F 183, LP	KFM Engineering & Design	\$2,470,000.00
24-002	Meadowlark Ph 1&2	Pflugerville Way, Pflugerville, Texas	John Graham	Joe Coppedge	Meadowlark Preserve LLC	Pape-Dawson Engineers, Inc. (Dustin Goss: 512-454-8711)	\$16,831,150.50
24-001	Hoover Drive	187 Hoover Drive Kyle, Texas 78640	Byron Dupre	Joe Duarte	Kyle 150, LP (Clark Wilson: 832-256-9669)	Atwell	\$422,880.00
23-059	Gregg Manor	Gregg Manor Rd Manor, Texas	John Graham	Joe Coppedge	City of Manor	George Butler Associates, Inc (Pauline Gray: 737-247-7557)	\$4,479,997.50
23-057	RM 2243	RM 2243 Leander, Texas	Heath Taylor	Roberto Cervantes	City of Leander (Issac Turner:512-528-2700)	George Butler Associates, Inc	\$6,967,478.75
23-056	ZT Systems	1809 Titan Drive, Georgetown, TX 78628	Heath Taylor	Fermin Molina	ZT Systems (Tony Colona:732-856-0480)	Salas O'Brien Engineering	\$414,136.56
23-055	Easton Park Drys	Hillcock Terrace/Finial Dr. Austin, Texas	John Graham/Blake	Jose Briones	Easton Park Build to Rent, LLC	Carlson, Brigance & Doering, Inc	\$192,167.00
23-054	Freedom Ph.3	Anthem Subdivision, Hays Co., Kyle Texas	Byron Dupre	Joe Duarte	LS-Anthem, LLC (Greg Balen: 310-678-7324)	Atwell (Mark Sabella: 512-904-0505)	\$7,661,173.70
23-053	Cannon Ranch Ph.2	Rob Shelton Blvd and US 290 Dripping Springs, Texas	Tommy McDougal	Joe Duarte	Ashton Woods Homes (Steven Pierce:512-615-6409)	Doucet & Associates, Inc (Jacob Harris:512-583-2600)	\$3,929,986.25
23-052	Braker Offsite	Braker Valley Austin, Texas	Jeff Markey	Tito Guerrero	RR Braker Valley LP	BGE, Inc (Chris Rawls:512-879-0400)	\$5,222,562.20
23-051	Lisso Ph.3	1404 Carvin Wv, Pflugerville, TX 78660	Tommy McDougal	Roberto Cervantes	Taylor Morrison of Texas, Inc (Walter Duke:512-688-9504)	Kimley-Horn: (Alex Granados:512-782-0602)	\$5,431,110.85
23-050	Addie's Point	Staples Rd and Old Bastrop Highway San Marcos, TX	Zac Vaughn	Gabino Sanchez	Woodfield Development, LLC (Adam Soto:214-625-2263)	Pacheco Koch (Tate Braun:972-235-3031)	\$3,444,338.00
23-049	Freedom Drys	Anthem Subdivision, Hays Co., Kyle Texas	Byron Dupre	Jose Briones	LS-Anthem, LLC (Greg Balen: 310-678-7324)	Atwell, LLC (Mark Sabella: 512-904-0505)	\$1,987,016.50
23-048	Benton Nolina	Ronald Reagan Blvd, Georgetown, Texas	Blake Scrivener	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn:512-418-1771)	\$11,672,335.70
23-047	Gatehouse Lift Station	FM 1102, Comal Co. New Braunfels, Texas	Heath Taylor	Gabino Sanchez	Lennar Homes (Richard Mott:210-393-8095)	Integrated Water Services, Inc.	\$1,121,500.00
23-046	Airport Gateway South	3335 Caseybridge Ct Austin, TX 78741	Zac Vaughn	Trinidad Arriaga	Richman Group (Will Cureton:972.672.2300)	Consort (Enrique Sema:512-469-0500)	\$2,317,367.00
23-044	SpaceX East Parking Lot	858 FM 1209 Bastrop, Texas 78602	Zac Vaughn	Fermin Molina	Space Exploration Technologies (Lyman Lam:310-682-2805)	SpaceX (AB Ozdil:512-590-0447)	\$1,289,227.00
23-042	Liberty Hill CR 260 & CR 266	CR 266 & 260 Liberty Hill, Texas 78642	Heath Taylor	Roberto Cervantes	City of Liberty Hill	Steger & Bizzell Engineering	\$5,331,480.50
23-041	Esperanza 3D	Esperanza Blvd Boerne, Texas 78006	Byron Dupre	Robbie Martinez	Lookout Development Group, L.P. (Mike Siefert:512-260-2066)	Cude Engineers (W. Patick Murphy:210-681-2951)	\$11,821,679.00

23-040	Esperanza 3C	Esperanza Blvd Boerne, Texas 78006	Byron Dupre	Robbie Martinez	Lookout Development Group, L.P. (Mike Siefert:512-260-2066)	Cude Engineers (W. Patrick Murphy:210-681-2951)	\$4,772,206.66
23-039	Esperanza 2H & Ponds	Esperanza Blvd Boerne, Texas 78006	Byron Dupre	Robbie Martinez	Lookout Development Group, L.P. (Mike Siefert:512-260-2066)	Kimley-Horn (Michael Scholze:210-541-9166)	\$5,120,302.70
23-038	Leander Downtown Fire Improvement	Hero Way & Broade Street, West Dr. & Bagdad St. Leander, Texas 78641	Tommy McDougal	Trinidad Arriaga	City of Leander	Walker Partners, LLC (S. Jared Niermann:512-382-0021)	\$1,971,291.50
23-037	Chamonix 2 Ph.3 Drys	2450 Wickersham Ln, Austin, TX 78741	Jeff Markey	Joes Briones	Chamonix Owners Association Inc (Cadence Development: 512-301-8888)	LJA Engineering, Inc (S. Danny Miller:512-439-4700)	\$162,169.00
23-036	Belle Oaks Booster Station	691 Butler Oaks, Bulverde, TX 78163	Byron Dupre	Robbie Martinez	SJWTX dba Canyon Lake Water Service (Thomas Hodge:830-743-1369)	Matkin Hoover Engineering & Surveying (Kenneth Kolaeny:830-249-0600)	\$2,471,900.00
23-035	Mexican American Cultural Center	600 River St, Austin, TX 78701	Jeff Markey/Zac	Roberto Cervantes	City of Austin	MWM Design Group, Inc	\$669,958.40
23-034	Whisper Valley Easter WW Line	7537 1/2 Taylor Ln, Manor, TX 78653	Byron Dupre	Trinidad Arriaga	Club Deal 120 Whisper Valley LP, % of Taurus of Texas GP LLC (Adam Moore:817-788-1000)	LandDev Consulting, LLC (Michael A. Giannetta: 512-872-6696)	\$2,533,750.85
23-031	Travisso Amenity Center	FM 1431 and East of RM 2243 Leander, Texas	Heath Taylor	Fermin Molina	Travisso, Ltd	Pape-Dawson Engineers, Inc	\$727,143.00
23-030	Northgate WWTP	3201 Co Rd 214, Liberty Hill, TX 78642	Zac Vaughn	Tito Guerrero	North San Gabriel Municipal Utility District No.1	Steger Bizzell	\$10,771,081.00
23-029	Emma Office Park 2.0	3219 Manor Road Austin, Texas 78723	Zac Vaughn	Tito Guerrero	3219 Manor MU, LTD	Cumby Construction, LLC	\$117,816.00
23-027	Marbridge LS	2310 Bliss Spillar Rd, Manchaca, TX 78652	Alfonso Zepeda	Trinidad Arriaga	Marbridge Foundation (James Stacey: 512-282-1144)	Associated Consulting Engineers, Inc (Mike Russ: 512-329-0006)	\$1,109,904.00
23-025	Chamonix Ph 3	2450 Wickersham Ln, Austin, TX 78741	Jeff Markey	Trinidad Arriaga	Chamonix Owners Association Inc (Cadence Development: 512-301-8888)	LJA Engineering, Inc. (S. Danny Miller: 512-439-4700)	\$375,795.00
23-024	Stallion Run Unit 3	City of Mustang Ridge, Old Lockhart Hwy Travis Co., Texas 78610	Tommy McDougal	Gabino Sanchez	Century Land Holdings II, LLC	Cude Engineers (Jose Lozano: 210-681-2951)	\$5,326,151.38
23-022	Freedom Ph 1A &2	Anthem Subdivision, Hays Co., Kyle Texas	Byron Dupre	Joe Duarte	LS-Anthem, LLC (Greg Balen: 310-678-7324)	Atwell, LLC (Mark Sabella: 512-904-0505)	\$17,877,148.45
23-021	Alta Blakey	FM 969 & Blakey Lane Bastrop, Texas 78602	Zac Vaughn	Joe Coppedge	PRC 01 Bastrop, LLC (Ray Wilgeroth: 815-815-9909)	Kimley-Horn (Benjamin Green: 512-646-2237)	\$742,855.88
23-020	Homestead City Park	Green Valley Rd & FM 1103 Schertz, TX	Tommy McDougal	Robbie Martinez	ILF N-T OWNER, LP (Matt Matthews:512-265-5301)	Malone-Wheeler (Jesse Malone:512-899-0601)	\$586,842.50
23-018	Simsboro	265 Sayers Road Bastrop, Texas 78602	Blake Scrivener	Cody Isehy	City of Bastrop (512-332-8812)	Freese & Nichols (512-617-3100)	\$17,563,208.00
23-017	Travisso Ph 3 Sec 10	Travisso, Florentine Road, Leander, Travis County, Texas	Heath Taylor	Fermin Molina	Toll Austin Tx II, LLC (412-780-2312)	Pape-Dawson Engineers, Inc (Mike Fisher:512-454-8711)	\$8,151,167.56
23-015	KED Plasma	10807 N. IH 35 SVRD NB Austin, Texas 78753	Byron Dupre	Fermin Molina	Stough Development Corporation (513-842-0240)	Civiltude, LLC (512-761-6161)	\$314,910.00
23-014	Lakeway Highlands	N/A	John Graham	Fermin Molina	RH LAKEWAY DEVELOPMENT, LTD	CBD (Charles Brgance:512-280-5160)	\$3,677,509.15
23-013	Caraway Round Rock ISD	11104 Oak View Dr Austin, TX 78759	John Graham	Roberto Cervantes	RRISD	Corgan	\$374,798.00
23-010	San Gabriel Elevated Storage Tank	Leander, Williamson County, Texas	Nathan Porter	Ricky Luna	City of Leander (Russell Alabastro:512-528-2713)	K Friese and Associates (Dale P. Murphy:512-528-2721)	\$8,281,007.50
23-009	Howard Lane GMP	2908 E. Howard Lane Manor, Texas 78653	Byron Dupre	Trinidad Arriaga	Howard Apartments, LLC (832-922-9457)	Kimley Horn (512-646-2237)	\$2,393,233.00
23-007	Airport Gateway	3335 Caseybridge Ct, Austin, TX	Jeff Markey	Roberto Cervantes	Richman Group (Will Cureton:972.672.2300)	Consort, Inc (Enrique Serna: 512-469-0500)	\$3,870,966:50
23-005	Sweetwater Hilltop	Caprock Summit Drive, Bee Caves, TX	John Graham	Joe Duarte	BB Living, Inc. and Toll Brothers JV	CBD (Charles Brgance:512-280-5160)	\$5,543,383.62
23-004	Lakeside @ Tessera Lift Station	Tessera Parkway Lago Vista, Texas	John Graham	Ricky Luna	City of Lago Vista	Langan Engineering & Environmental Services, Inc	\$2,027,320.00
23-003	Hutto Booster Station	City of Hutto	John Graham	Ricky Luna	City of Hutto	DCS Engineering, LLC (Jessica Simpson:512-614-6171)	\$9,481,121.50

22-031	Esperanza 2G	601 Esperanza Blvd. Boerne, Texas 78006	Heath Taylor	Fermin Molina	Kendall County Water Control and Improvement District No. 2A	Kimley-horn (210-541-9166)	\$11,873,165.00
22-028	Benton Offsite Force Main	Ronald Reagan Blvd. Georgetown, Texas	Josh Bollich	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn: 512-418-1771)	\$2,471,743.00
22-027	Benton Lift Station	Ronald Reagan Blvd. Georgetown, Texas	Josh Bollich	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn: 512-418-1771)	\$3,971,352.51
22-022	Shelby Ranch	2210 & 2212 Lynnbrook Dr. Austin, Texas	Byron Dupre	Trinidad Arriaga	Low Routon/Deborah Bates (Josh Delk: 832-408-4063)	Civil & Environmental Consultants, Inc (Chad Kimbell: 512-439-0400)	\$1,420,042.00
22-020	Legacy Square Apartments	2519 Redwood Rd. San Marcos, TX 78666	Brad Vonderheid	Robbie Martinez	Herman & Kittle Properties, Inc (317-846-3111)	Cude Engineers (512-260-9100)	\$2,498,750.00
22-018	Pearson Ranch	7501 Pearson Ranch Road Austin, Texas 78717	Byron Dupre	Fermin Molina	CWS Pearson Ranch MF LP (Jarrett Sullivan: 512-732-8338)	WGI (Rachel Enns: 512-669-5560)	\$3,246,038.00
22-014	Elm Creek	N/A	Josh Bollich	Nathan Porter	Lennar Homes of Texas Land & Construction, Ltd. (Charlie Coleman: 512-506-4000)	BGE, INC (512-879-0400)	\$1,166,810.00
22-006	Spencer Ranch	N/A	Jason Horne	Robbie Martinez	SJWTX Or Canyon Lake Water Service (Michelle Clifton: 830-312-4562)	Matkin Hoover (Josh Valenta: 361-362-4222)	\$3,574,191.26
22-001	Colorfield	1006 Baylor Street, Austin, Texas 78703	Josh Bollich	Tito Guerrero	Cumby Construction (Bryan Cumby: 512-296-2535)	Jones Carter Inc. (William A.C. McShan: 512-441-9493)	\$1,246,065.77
21-028	Switch Round Rock	1 Dell Way Round Rock, TX 78664	Heath Taylor	Joe Guerrero	Switch	Bohler (Federico Olivares: 469-458-7300)	\$21,596,371.80
21-014	Entrada Phase 5	Crystal Bend Dr & Immanuel Rd. Pflugerville, TX	Josh Bollich	Trinidad Arriaga	Lennar Homes of Texas Land & Construction, LTD (Kevin Pape: 512-531-1375)	Carlson, Brigrance & Doering, Inc (Brendan McEntee: 512-280-5160)	\$7,498,109.32

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT** is by and between **The City of Dripping Springs** (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 City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes expanding the existing subsurface drip irrigation system from 54,001 GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work and are made a part of this Contract. Whenever the term "City of Austin" is used in the City of Austin Specifications, it shall be construed to mean "OWNER, and or its designated representative." Whenever the term "ENGINEER" is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

ARTICLE 2 - THE PROJECT

2.01 This project is for construction of City of Dripping Springs Arrowhead Phase 3 Dripfields.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Burgess & Niple, Inc., 235 Ledge Stone, Austin, TX, 78737, 512/432-1000 (phone), 512/432-1015 (fax) who is hereinafter 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.

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STANDARD FORM OF AGREEMENT
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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 shall be substantially complete no later than **150** calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions no later than **180** calendar days after the date when the Contract Times commence to run.

Substantially complete shall mean completing the improvements, and testing so that the planned improvements are in operation.

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 **\$1000.00** 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 the same amount specified for liquidated damages 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 amounts determined pursuant to paragraph 5.01.A below:

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

- A. For all Work, an amount equal to the sum of the established unit price for each identified item times the estimated quantity of that item as indicated in the Bid Form:

The Contract amount is:

There are no cash allowances for this Contract as described in paragraph 11.02 of the General Conditions.

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 partial payments as the Work progresses on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions:

1. Prior to Final Completion and acceptance of the Work, 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. 95% of Work completed (with the balance being retainage); and
- b. 95% of the cost of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the OWNER as provided in paragraph 14.2 (with the balance being retainage).

6.03 Final Payment

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.

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due, excluding retainage, as provided in Article 14 of the General Conditions shall bear interest at the rate of 6.0%. Owner shall pay interest on retainage when required by the laws of the State of Texas.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into 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, including Addendums.

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 acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Project site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions 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.

F. 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.

G. 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.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

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

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

K. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, CONTRACTOR has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

K. CONTRACTOR agrees that no contractor, subcontractor, material supplier, vendor, laborer, mechanic, or other person can or will contract for or in any other manner acquire any lien upon the building or works covered by the Agreement, or the land upon which the same is situated.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. Instructions to Bidders
 2. This Agreement (Standard Form of Agreement, Between Owner and Contractor, on The Basis of a Stipulated Price);
 3. Bid and Information Submitted with Bid;
 4. Insurance Certificates;
 5. Performance Bond;
 6. Payment Bond;
 7. Warranty Bond;
 5. General Conditions;
 6. Supplemental Conditions;
 7. Technical Specifications;
 8. Project Drawings
 9. Addenda;
 10. Pre-Bid Meeting Minutes
 11. Exhibits to this Agreement:
 - a. CONTRACTOR's Bid;
 - b. Documentation Submitted by CONTRACTOR Prior to Notice of Award;

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BETWEEN OWNER AND CONTRACTOR

- c. Blank Certificate of Substantial Completion;
 - d. Blank Work Change Directive Form;
 - e. Blank Change Order Form;
 - f. Blank Affidavit of All Bills Paid;
 - g. Blank Certificate of Final Completion;
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Written Amendments;
 - b. Executed Work Change Directives;
 - c. Executed Change Order(s).
- B. With the exception of bound drawings, the documents listed above are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above.
- 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 and Supplemental 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

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

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.

10.05 Law

A. The agreement shall be interpreted according to the laws of the State of Texas.

10.06 Venue

A. If any lawsuit is filed relating to the agreement, venue shall be in Hays County, Texas.

10.07 Modification of Agreement

A. This is the entire agreement between the parties. This agreement cannot be amended except in writing, signed by both parties.

ARTICLE 11 – INDEMNIFICATION OF OWNER AND ENGINEER BY CONTRACTOR

11.01 As is provided in Section 6.20 of the General Conditions, CONTRACTOR agrees to indemnify and hold harmless OWNER, ENGINEER, ENGINEER's consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses, and damages caused by or arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss or use therefrom and (ii) is caused in whole or in part by any act or omission of the CONTRACTOR, any Subcontractor, any Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone else for whose acts any of them may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED BY ANY NEGLIGENCE OR OMISSION OF OWNER, ENGINEER OR ANY OF THE OTHER PERSONS LISTED ABOVE TO BE INDEMNIFIED HEREUNDER OR WHETHER LIABILITY IS IMPOSED UPON SUCH INDEMNIFIED PARTY BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF SUCH PERSON OR ENTITY.**

**SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement of **Five (5)** Originals. 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 _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Dripping Springs

By: _____

By _____

Bill Foulds, Mayor

Attest: _____

Attest _____

Address for giving notices:

Address for giving notices:

**City of Dripping Springs
P.O. Box 384
511 Mercer Street
Dripping Springs, Texas 78620**

License No. _____

Agent for service of process: _____

Designated Representative:

Designated Representative:

Name: **Michelle Fischer**

Name

Title: **City Administrator**

Title

Address:
**City of Dripping Springs
P.O. Box 384
511 Mercer Street
Dripping Springs, Texas 78620**

Address:

Phone: **(512) 858-4725**

Phone

Fax: **(512) 858-5646**

Fax

**SECTION 00610
PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Dripping Springs
P.O. Box 384
511 Mercer Street
Dripping Springs, TX 78620

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ **(Corp. Seal)**

SURETY

Company: _____ **(Corp. Seal)**

Signature: _____
Name and Title:

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ **(Corp. Seal)**

SURETY

Company: _____ **(Corp. Seal)**

Signature: _____
Name and Title:

Signature: _____
Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER and the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**SECTION 00620
PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Dripping Springs
P.O. Box 384
511 Mercer Street
Dripping Springs, TX 78620

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract including any warranties or guarantees contained herein, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, only with consent of the OWNER, which OWNER may withhold in its sole and absolute discretion, to perform and complete the Contract; or
 - 4.2. (Deleted)
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor in accordance with this paragraph 4 and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2. (Deleted)
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1 or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. Up to the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigate the costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
 - 12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof following written notice to the OWNER and the OWNER's continued failure to cure for ten (10) days after receipt of notice.

**SECTION 00630
WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, _____ as Principal, and _____, a Corporation duly organized under the laws of the State of _____ and duly licensed to transact business in the State of _____ as Surety, are held and firmly bound unto the City of Dripping Springs as Owner and Obligee, in the sum of _____ (\$ _____). For the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, out heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

Executed and dated this _____ day of _____, 2024

WHEREAS, the said Principal has submitted a Bid to the Owner dated _____, 2024 (the "Bid") and has been selected as the Contractor for the construction of _____ as described in the Contract Documents (the "Project");

WHEREAS, the Principal shall provide warranties directly to the Owner as set forth in the Contract Documents, and has consented to provide this Bond which shall cover any defect in materials or workmanship provided or performed pursuant to the Contract Documents, for a period of one (2) year following final acceptance of the Project.

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE SUCH, that if said Principal shall faithfully repair or replace any defect in the materials or workmanship free of charge to Owner which may develop or occur during the one (2) year period following date of final acceptance of the Project by Owner and subject to the limits and liabilities and other terms and conditions set forth in the Contract Documents, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery") of any item of warranty obligation which arises during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and the Surety.
2. Any and all claims made under this Bond shall be subject to the limits and liabilities and other terms and conditions as set forth in the Contract Documents, which terms are incorporated herein by reference.

Principal

By _____
Title _____
Address _____

Surety

By _____
Title _____
Address _____

Owner:

By _____
Title _____
Address _____

By The name and address of the Resident Agency of the Surety is:

A copy of the Surety Agent's Power of Attorney must be attached.

STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

CITY OF DRIPPING SPRINGS
SOUTH REGIONAL WASTEWATER SYSTEM

ARROWHEAD SUBDIVISION PHASE 3 DRIPFIELDS

THE GENERAL CONDITIONS OF THE AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT WILL BE THE STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT PREPARED BY THE ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC C-700, VERSION 2018) WITH MODIFICATIONS MADE BY OWNER.

GENERAL CONDITIONS

Prepared By



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GENERAL CONDITIONS

Article 2 — DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Request for Proposals (RFP), Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids or Proposals which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument that sets forth the Contract Price, Contract Times, identifies the parties and evidences the agreement between the Owner and the Contractor for performance of the Work.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, instructions to bidders, RFP, bid bond or other bid security, if any, the bid form, and any attachments or supplements to the Bidding Documents.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both.
 10. *Claim*—A demand or assertion by the Contractor, duly submitted in compliance with the procedural requirements set forth herein, 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. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract. Contract Documents include the Agreement, the General Conditions, any Supplemental, Supplementary and Special Conditions, if any, the Insurance Rider (Exhibit A), and the performance and payment bonds, along with any other documents specifically listed in the Agreement as a Contract Document. Only those documents 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
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Time(s)*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract 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.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract 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.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Final Completion* - The Work is complete when it is ready for final payment as established by the Engineer's written recommendation of final payment as set forth in Paragraph 15.06.

25. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
26. *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.
27. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
29. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
30. *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.
31. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
32. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
33. *Owner's Representative* - The individual or entity will be responsible for administration of the Contract as a representative of the Owner. Owner has designated Carollo Engineers to provide construction management services with duties, responsibilities, and limitations therein as required by Contract. Where, in the Contract Documents, certain rights, responsibilities, actions, or obligations are required of Owner, either the Owner or the Owner's Representative may exercise and act on Owner's behalf.
34. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
35. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

36. *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.
37. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
41. *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.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
44. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
45. *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.
46. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
47. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be

utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

48. *Successful Bidder*—The Bidder having submitted a responsive Bid to which the Owner makes an award of contract.
49. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
50. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
51. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
52. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
53. *Unit Price Work*—Work to be paid for on the basis of unit prices.
54. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
55. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner 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 words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall

furnish and install said services, materials, or equipment complete and ready for intended use.

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

Article 3 — **PRELIMINARY MATTERS**

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: Contractor shall deliver to Owner such bonds as Contractor may be required to furnish within ten (10) days of the date on which Contractor signs the Agreement. Contractor shall not be permitted to commence performance until the bonds have been delivered even though the Contract time may have commenced..
- B. *Evidence of Contractor’s Insurance*: Before any Work at the Site may commence, Contractor shall deliver to the Owner certificates of insurance and policy endorsements pages for all insurance policies that may be required of Contractor by the Contract Documents evidencing compliance with the Owner’s insurance requirements as required in Article 6 and Exhibit A, Owner’s Insurance Requirements, to these General Conditions..

2.02 Copies of Documents

- A. Owner shall furnish to Contractor 3 printed copies of conformed documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including 1 fully signed counterpart of the Agreement), and 1 copy in electronic portable document format (PDF). Additional printed copies of the conformed documents will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence upon issuance of a Notice to Proceed by the Owner.

2.04 Commencement of Performance

- A. Contractor may commence performance upon receipt of the Notice to Proceed and in accordance with any terms and dates contained therein

2.05 Before Starting Construction

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- B. Contractor represents that Contractor's preliminary Progress Schedule has been prepared and is based upon Contractor's own knowledge, understanding, and judgment of conditions and hazards, known and anticipated, and does not rely on any representations by Owner

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

2.07 Designation of Authorized Representatives

- A. Prior to or within three (3) days of the Notice to Proceed, the Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.08 Acceptance of Schedules

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

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.09 Electronic Transmittals

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

2.10 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.
 1. 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 — **CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. 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. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

3.02 Reference Standards

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

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

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents:* 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 (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard

specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof. Should Contractor perform the Work after discovery of such a conflict without reporting the conflict or before receipt of a clarification or interpretation by Engineer, Contractor will be solely liable for any correction or other measures that may be required to overcome the conflict or bring the Work into compliance with the Contract Documents.

B. *Resolving Discrepancies*

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

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work. Owner shall have sole authority to accept the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.
- D. If the Work required by a Drawing or Specification identifies or requires a specific piece of equipment, such Drawing or Specification shall indicate the manufacturer's

part number or reference data. If specific equipment is required, the Drawings or Specifications shall indicate the design dimensions and the minimum and maximum allowable operating tolerances for any such equipment, where applicable.

3.05 Reuse of Documents

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

3.06 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.

Article 5 — **COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date. Any Work performed by the Contractor before the Contract Time commences shall not be charged against the Contract Time.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor, by or through a registered professional land surveyor (RPLS) or other qualified professional, 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 and RPLS or other professionally qualified personnel.

- B. Contractor shall note the location of all reference points and controls on a set of red-lined drawings or exhibits to be maintained at all time on the jobsite or the location of Contractor's project management personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for Owner's acceptance (to the extent indicated in Paragraph 2.05) 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 must be submitted in accordance with the requirements of Article 11. Adjustments in Contract Times may only be made by a Change Order.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. 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, 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 Times. 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 and Contractor's ability to demonstrate effect on Contractor's then established critical path.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, unusually severe and abnormal weather conditions such as tropical storms, hurricanes, or tornados, 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 and Contractor's ability to demonstrate effect on Contractor's then established critical path. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this sub-Paragraph. The occurrence of flooding or other effects of storms or severe weather such as thunderstorms or ordinarily experienced rain events shall not trigger an adjustment of the Contract Time pursuant to this Section. Rain events and other anticipated weather that may result in delays to Contractor's performance are addressed in the following paragraphs D and E.

- D. The procedure for the determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:
 1. The weather experienced at the Project site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month; and
 2. The unusually severe weather must actually cause a delay to the completion of the Project.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Contractor's activity durations provided in the progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
(5)	(4)	(5)	(4)	(5)	(6)	(4)	(4)	(5)	(5)	(4)	(4)

- E. For the duration of the Contract, the Contractor shall maintain in its daily reports an accurate and contemporaneous record of the occurrence of adverse weather and resultant impact to normally scheduled Work. Delay from adverse weather shall not qualify as an adverse weather delay unless Work on the overall Project's critical activities is prevented for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall be calculated monthly. If the number of actual adverse weather delay days in a month exceeds the number of days for that month as referenced above, the Owner upon notification by the Contractor, will convert any qualifying delays to

calendar days, giving full consideration for equivalent fair weather work days, and a Modification shall be issued in accordance with the Contract.

- F. 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 the Project or any other project or anticipated project.
- G. 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.
- H. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 4.
- I. Contractor must submit any Change Proposal seeking an adjustment in Contract Times under this Paragraph 12.03 within 30 days of the commencement of the delaying, disrupting, or interfering event.
- J. Contractor expressly waives any right to an adjustment in Contract Price for any event of delay. Contractor's sole remedy for any delay shall be limited to an adjustment in Contract Time.

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

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. 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 Times 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 the Contract Documents.
- B. Owner shall provide any easements for ingress or egress necessary for access to the Site
- 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 for which the Site and any Owner-provided easements do not provide.

5.02 Use of Site and Other Areas

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

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

B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor

subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. Contractor accepts the responsibility to satisfy itself as to the soil conditions and nature and type of geological formations in and through which this Project will be constructed. Such information as may be obtained from the test borings and accompanying notations shown on the plans is merely for the guidance of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub-surface strata are infallible.
- B. Contractor waives any and all rights to make a claim against Owner relating to representations related to geotechnical data provided in the Contract Documents, plans and specifications. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the extent indicated and only for the point location of the test hole. Contractor shall make its own interpretation of the character and condition of the materials, which will be encountered. Contractor may, at its own expense, make additional surveys and investigations as it may deem necessary to determine conditions, which will affect performance of the Work.
- C. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- D. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- E. *Limited Reliance by Contractor on Technical Data:*
 - 1. Contractor may rely upon the general accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- F. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Contractor waives and expressly acknowledges that it does not possess and may not maintain any claims against Owner due to the inclusion or omission from the bid documents or the Contract Documents any data concerning geotechnical, hydrological or other similar data and studies that may be known to the Owner or its Engineer, regardless of whether such data was considered in the design.

5.04 Differing Subsurface or Physical Conditions

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior

to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

- a. The Contract Times 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 time required for performance of the Work; subject, however, such condition must meet any one or more of the categories described in Paragraph 5.04.A.
2. Contractor shall not be entitled to any adjustment in the Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If an Underground Facility is uncovered or revealed at or contiguous to the Site was not shown or indicated with reasonable accuracy on the Drawings, then Contractor shall, promptly, but in no instance more than three (3) days after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
 - C. *Engineer's Review:* Following receipt of said written notice, Engineer will:
 1. 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.
 - D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume without a change to the Drawings and without a resulting Change Order or Work Change Directive, then the Engineer may at its discretion instruct Contractor to resume such Work.
 - E. *Possible Price and Times Adjustments:* 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 Times, 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 Times, Contractor may make a Claim therefor as provided in Paragraph 10.05.

5.06 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of, if any:
 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. Contractor waives and acknowledges that it may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques,

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

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

- I. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.J OBLIGATES CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.
- J. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 — BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish 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 be in accordance with Texas Government Code Chapters 2253 and 2269.
 - 1. A Performance Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract exceeds \$100,000).
 - 2. A Payment Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract amount exceeds \$50,000).
 - 3. Contractor will be required to furnish performance and payment bonds, if required as stated above, in the contract amount in the Contract Agreement, the Project specifications, or the latest edition issued with the contract at the time of award. The bonds must be issued by one or more corporate sureties authorized to do business in Texas as acceptable to the Owner.
- B. All bonds shall be in the form prescribed by the Owner in the Contract Documents. 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 above, 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 above.

- D. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 15.

6.02 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 Insurance Rider (Exhibit A).

6.03 Certificates of Insurance

- A. Contractor shall provide insurance in accordance with Owner's Insurance Requirements of Contractor that is Exhibit A to these General Conditions.
- B. Contractor shall deliver to Owner, with copies to each additional insured identified in **Exhibit A** to the Contract, certificates of insurance, policy endorsements page (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain..

6.04 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Insurance Rider 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. Upon receipt of payment for any loss or damage covered by an insurance policy required by the Insurance Rider or this Agreement, the 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 all other individuals or entities identified in the Insurance Rider 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.

ARTICLE 7 — CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. Unless noted in the Contract Documents, professional engineering or other design services that may, in the Contractor's determination, become necessary to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety are the Contractor's responsibility and the Contractor shall cause such services to be provided by a properly licensed design professional at Contractor's expense. If noted in the Contract Documents, then the services shall be included in the Contract Price and no Change Order or increase in the Contract Price shall be due to Contractor upon performance of those professional services.

7.02 Contractor's Standard of Care; Supervision and Superintendence

- A. The Contractor shall prosecute the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards for projects similar to the Project, using qualified, careful, and efficient workers, in conformity with the provisions of the Agreement and in strict compliance with the Contract Documents and with Laws and Regulations.
- B. 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.
- C. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written consent of Owner. Such consent shall not be unreasonably withheld. Contractor shall not employ any superintendent on the Project, whether initially or as a replacement, against whom Owner may have reasonable objection. The superintendent shall fluently speak the English language. 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

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform overtime Work or Work on a Saturday, Sunday, or any legal holiday without Owner's written consent, which will not be unreasonably withheld.

7.04 Services, Materials, and Equipment

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

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.

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

7.06 Substitutes

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

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work, but the Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in strict accordance with the Contract Documents.
- B. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- C. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor may be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- D. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in strict accordance with the Contract Documents.
- E. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- F. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- G. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- H. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- J. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE NOT SPECIFIED IN THE CONTRACT DOCUMENTS.

7.09 Permits

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

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. The Owner enjoys tax-exempt status as a public entity. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings for the tax-exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer

shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear and be liable for all claims, costs, expenses, losses, and damages (including but not limited to all fees and charges of engineers, architects, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Owner. Delivery of a complete set of record documents to Owner is a condition precedent to Final Completion.

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly,

in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

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

7.15 Emergencies

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

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

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

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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

to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
 - 1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 - 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will strictly conform to the requirements of the Contract Documents and will be performed in a good and workmanlike manner, and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- E. The Contractor warrants and guarantees for one (1) year from Final Completion, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion even if discovered more than one (1) year after Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.

7.18 Indemnification

- A. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM LOSSES, DAMAGES, COSTS, AND JUDGMENTS (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING FROM THIRD-PARTY CLAIMS OR ACTIONS RELATING TO OR RESULTING FROM THE PERFORMANCE OR FURNISHING OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, ACTION, LOSS, COST, JUDGMENT OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED, IN WHOLE OR IN PART, 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 ADDITION TO THE ABOVE AND ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT DOCUMENTS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM LOSSES, EXPENSES, DAMAGES, COSTS, CLAIMS, CAUSES OF ACTION, AND JUDGMENTS (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, CONSULTANTS, EXPERT WITNESSES, ATTORNEYS, AND

OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING FROM ACTIONS RELATING TO OR RESULTING FROM THE FAILURE TO PERFORM MATERIAL OBLIGATIONS REQUIRED BY THE CONTRACT DOCUMENTS OR THE FURNISHING OF THE WORK.

7.19 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 to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional..
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under a delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8 — OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be

performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

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

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- B. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO SUCH DAMAGE, DELAY, DISRUPTION, OR INTERFERENCE.

ARTICLE 9 — OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. For all Project and performance of Work matters, Owner will issue all communications to Contractor through Engineer. However, Owner may, at its discretion, issue communications related to the Project directly to Contractor. In all such direct communications, Owner will endeavor to copy Engineer.

9.02 Replacement of Engineer

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer, whose status under the Contract Documents shall be that of the former Engineer.

- 9.03 Furnish Data
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 Pay When Due
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6 and Exhibit A to the Contract Agreement.
- 9.07 Change Orders
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Limitations on Owner's Responsibilities
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 Safety Programs
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 — ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer will assist the 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. Engineer shall not have the authority to bind the Owner as that authority lies with the Owner's representative designated in Paragraph 2.07, but Engineer may communicate on behalf of Owner in all Project matters.

10.02 Visits to Site

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

10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to 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 or Special Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions or elsewhere in the Contract Documents.

10.04 Engineer's Authority

- 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.

- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. 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 the Contract Documents.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work.
- 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 Article 12.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of the Contract Documents.
- D. When functioning as interpreter and judge under this Paragraph, Engineer will not show partiality to Owner or Contractor.

10.07 Authorized Variations in the Work

- A. Owner and 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.

10.08 Compliance with Safety Program

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

10.09 Limitations on Engineer's Authority and Responsibilities

- A. Engineer's authority, responsibility, or actions as Owner's representative shall not give rise to any liability to Contractor. Contractor expressly waives any claims it has against Engineer for the performance of its responsibilities as Owner's representative.
- 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.
- C. 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 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.
- D. The limitations upon authority and responsibility set forth in this Paragraph shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 11 — CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

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

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as

set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under:
Paragraph 11.03.B, resolving the impact of a Work Change Directive;
Paragraph 11.09, concerning Change Proposals; Article 12, Claims;
Paragraph 13.02.D, final adjustments resulting from allowances;
Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall indicate the basis and scope of said adjustment in the Work Change Directive or associated documents, or, in the alternative, the Owner may, but is not required to, submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

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

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

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

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be

based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

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

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

- a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
- b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either recommend approval or denial of the Change Proposal in whole or in part and in any combination thereof.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal.

ARTICLE 12 — CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's recommendations or decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim

through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding and the party asserting the Claim shall be deemed to have expressly waived such Claim, unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes, subject to controlling Laws and Regulations.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 Cost of the Work

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

such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All trade discounts 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 any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as

to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. The cost of utilities, fuel, and sanitary facilities at the Site.
- f. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's employees, agents, and other personnel not specifically included in Paragraph 13.01.B.1 whether at the Site or in Contractor's principal or branch office for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other

adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

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

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities. 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 10.05.
- 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. Adjustments in Unit Price

1. Contractor or Owner may make a Claim for an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - b. there is no corresponding adjustment with respect any other item of Work; and
 - c. the cost to perform the item of Unit Price Work have changed materially as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

14.01 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.

14.02 Access to Work

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

14.03 Tests, Inspections, and Approvals

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

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

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

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

14.04 Defective Work

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

14.05 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so subject to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety. Contractor shall pay all expenses, fees, claims, costs, losses, and damages of any kind attributable to Owner's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor.

14.06 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor's obligations shall be as provided in section 14.03D and F.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.07 Owner May Stop the Work

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

14.08 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer or Owner to correct defective Work, or to remove and replace rejected or defective Work as required by Owner or Engineer, 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 then Owner may, after 7 days' written notice to Contractor cure such default, make demand on Contractor's surety to perform as required in the performance bond issued for the Work, utilize its own forces, or hire a supplemental or replacement contractor to correct or remedy any such deficiency. In electing to exercise any remedy allowed under this Paragraph, Owner is not required to terminate Contractor's rights of continued performance for the entirety of the Work but may eliminate such scope of work from Contractor as may be necessary to exercise its rights under this section.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages (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 14.07 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 14.07.

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 30 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear

- of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Payments for stored materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor. Partial payments will not be made for undelivered materials or equipment, except for payments associated with prepurchase vendor contracts initiated by Owner and assigned to Contractor.
 4. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 5. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

5. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or has accepted defective Work;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

1. Owner is entitled to impose a set-off against payment or refuse to make payment as recommended by Engineer based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work or has accepted defective Work;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so

withheld. Owner shall promptly pay Contractor the amount so withheld if Contractor remedies the reasons for such action.

15.02 Contractor's Warranty of Title

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

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as Incomplete) and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. At that inspection, Owner and Engineer will review, supplement, and edit the initial punch list prepared by Contractor or prepare an additional punch list. If Owner or Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
 - 1. If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing by Engineer, such costs to be set off against subsequent payments or memorialized in a Change Order in accordance with section 15.01.E.1.I.
- C. If Owner and Engineer consider the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- 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 remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work will relieve Contractor of its insurance obligations under these Contract Documents.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- B. If some or all of the Work has been determined not to be at a point of Final Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing by Engineer, such costs to be set off against subsequent payments or memorialized in a Change Order in accordance with section 15.01.E.1.I.

15.06 Final Payment

A. *Application for Payment*

5. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
6. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
7. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. 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. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner

shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner unless Contractor has previously reserved its rights for any specific Claims.

15.08 Correction Period

- A. If within two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), or by any specific provision of the Contract Documents, any Work is found to be defective,, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. 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) shall 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, 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 are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 — SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

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

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work and all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient. Owner shall have the right with respect to Contractor and Contractor's surety to demand performance of said surety within ten (10) days following termination. Further, Owner shall have the right to determine and/or approve and replacement contractor desired by Surety to correct and complete the Work
- D. Contractor's services will not be terminated pursuant to Paragraph 16.02.B if Contractor commences curative measures within 7 days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by

Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed nor shall Owner be required to publicly bid any completion work should Owner exercise its right to complete the Work on its own as completion work shall be deemed by the Owner, Contractor, Contractor's surety, and Engineer to qualify for an exemption to public bidding as found in the Texas Local Government Code chapter 252.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

16.03 Owner May Terminate for Convenience

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

16.04 Contractor May Stop Work or Terminate

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

Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 — FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. For any disputes subject to this Article, Owner and Contractor shall endeavor to resolve their Claims by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.
 - 2. For any claim not resolved by mediation, the parties agree to submit such claims to the jurisdiction of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.

ARTICLE 18 — MISCELLANEOUS

18.01 Giving Notice

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

18.02 Computation of Times

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

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions

of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.
- B. The Contractor and Owner waive claims against each other for the following enumerated consequential damages arising out of or relating to this Contract. This mutual waiver includes and is expressly limited to the following:
 - 1. damages incurred by the Owner for lost revenue, profit, financing costs, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit except anticipated profit arising directly from the Work

18.05 No Waiver

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

18.06 Survival of Obligations

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

18.07 Controlling Law

- A. This Contract is to be governed by the law of the State of Texas without regard to its conflict of law principals.

18.08 Assignment of Contract

- A. Contractor shall not, without the written consent of the Owner assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents, other than to an affiliate. An assignment to an affiliate shall not relieve the assignor of its obligations under this Agreement.

18.09 Successors and Assigns

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

18.10 Headings

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

18.11 Prevailing Wage

- A. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

18.12 Right to Audit

- A. Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Agreement for four (4) years from the date of final payment under this Agreement.
- B. The Owner shall have the exclusive right to examine the records of the Contractor. The term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:
 - 1. The Contractor's compliance with contract requirements;
 - 2. The Contractor's compliance with the Owner's business ethics policies; and
 - 3. If necessary, the extent of the Work performed by the Contractor at the time of contract termination.
- C. The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article 17.10 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to subcontractors and sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Related Parties and all of the Contractor's subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.

- D. The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 17.10.
- E. If an audit inspection or examination in accordance with this Article 17.10 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor

18.13 Trust Funds

- A. This Project is subject to the Texas Trust Fund Statute, Chapter 162 of the Texas Property Code, and the Parties acknowledge that the payment obligations contained herein for the Contractor to receive funds from the Owner and then use those funds to pay such Subcontractors, Suppliers, Vendors, Consultants, and the like, are subject to the Trust Fund Statute and the Owner's audit rights outline in this Article 18

18.14 Severability

- A. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted

18.15 Amendments

- A. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party

18.16 Confidential Information

- A. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (a) the transmitting party identifies as either confidential or proprietary; (b) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.
- B. A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

- C. Any information deemed to be confidential or proprietary by the Contractor should be clearly annotated on the pages where confidential or proprietary information is contained. The Owner cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act ("TPIA"), since information deemed to be confidential or proprietary by the Contractor may not be confidential or proprietary under Texas Law, or pursuant to a Court order. Pursuant to SB 943, the Owner must disclose certain contracting information and the law presumes that most contracting information is public. Certain types of contracting information must generally be released under the TPIA: overall price; price and description of items or services to be delivered; delivery and service deadlines; remedies for breach of contract; identity of the parties to a contract; execution and effective dates; and information connected to a vendor or contractor's performance on the contract. Additionally, information regarding performance under the contract, including breaches of contract, contract variances, amendments, liquidated damages, and other penalties for non-performance, must generally be released under the TPIA

18.17 Texas Public information Act Requests

- A. The Contractor recognizes that this Project is publicly owned and the Owner is subject to the disclosure requirements of the TPIA. As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner's obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the Owner's audit rights in section 17.10.
- B. This provision applies if the Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner in a fiscal year of the Owner. The Contractor must (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to Owner for the duration of the Contract; (2) promptly provide to Owner any contracting information related to the contract that is in the custody or possession of the entity on request of Owner; and (3) on completion of the contract, either:
1. provide at no cost to Owner all contracting information related to the Contract that is in the custody or possession of the entity; or
 2. preserve the contracting information related to the Contract as provided by the records retention requirements applicable to Owner.
- C. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

END OF DOCUMENT

DOCUMENT 00800-1

SUPPLEMENTARY CONDITIONS TO GENERAL CONDITIONS

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These Supplementary Conditions amend or supplement Document 00700 - General Conditions. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1 — DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC-1.01 Add to Paragraph 1.01.A by inserting the following as new numbered items in their proper alphabetical positions:

Construction Manager - The individual or entity will be responsible for administration of the Contract as a representative of the Owner. Owner has designated Burgess & Niple Engineers to provide construction management services with duties, responsibilities, and limitations therein as required by Contract.

Final Completion - The Work is complete when it is ready for final payment as established by the Engineer's written recommendation of final payment as set forth in Paragraph 15.06.

ARTICLE 2 — PRELIMINARY MATTERS

2.09 Electronic Transmittals

SC-2.09 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. Electronic Documents Protocol: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated in this Document, the terms of this Protocol will be incorporated into any other agreement or subcontract

between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of General Conditions, Paragraph 18.01.
2. System Infrastructure for Electronic Document Exchange
- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 50 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, Trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and

- 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Table 1, including software versions, if listed.

Table 1. Software Requirements for Electronic Document Exchange

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	EADOC	EADOC	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	EADOC	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	EADOC	PDF	

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	EADOC	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email with Attachment	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email with Attachment	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email with Attachment	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email with Attachment	DB	
<p>Notes:</p> <ol style="list-style-type: none"> 1. All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents. 2. Transmittal of written notices is governed by General Conditions, Paragraph 18.01. 				
<p>Key:</p> <p>DB Microsoft® Access .mdb format, Version 2013</p> <p>DGN Microstation .dgn format, Version V8i</p> <p>DOC Microsoft® Word .docx format, Version 2013</p> <p>DWG Autodesk® AutoCAD .dwg format, Version 2024</p> <p>EADOC Web-Based Construction Document Management System</p> <p>Email Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies</p> <p>EXC Microsoft® Excel .xls or .xml format, Version 2013</p> <p>LFE Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)</p> <p>PD Portable Document Format readable by Adobe® Acrobat Reader, Version 2020 or later</p>				

ARTICLE 3 — CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

Not used.

ARTICLE 4 — COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in Contractor's Progress – refer to General Conditions.

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

5.01 Availability of Lands

SC-5.01 Add the following new paragraph immediately after Paragraph 5.01.C:

- D. Any Work performed in public rights-of-way, in addition to conforming to the Contract Documents, shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located.

ARTICLE 6 — BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following new paragraphs immediately after Paragraph 6.01.A.3.:

1. Contractor shall furnish a fully executed warranty bond issued in the form of Document 00612 - Warranty Bond prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
2. The warranty bond must be in a bond amount of 15 percent of the final Contract Price.
3. The warranty bond must be issued by the same surety that issues the performance bond.

6.03 Contractor's Insurance

SC-6.03 Add the following new paragraphs immediately after Paragraph 6.03.C.5:

- D. Other Additional Insureds: As a supplement to the provisions of General Conditions, Paragraph 6.03.C, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer).
- E. Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).
- F. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. Commercial General Liability—Form and Content: Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for 3 years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and 3 years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. Commercial General Liability—Minimum Policy Limits
- J. Automobile Liability: Contractor shall purchase and maintain automobile liability insurance 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. The automobile liability policy must be written on an occurrence basis.
- K. Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements: Contractor may not meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy.
- M. Contractor's Pollution Liability Insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than 3 years after final completion.
- N. Contractor's Professional Liability Insurance: If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of 2 years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.
- P. Unmanned Aerial Vehicle Liability Insurance: If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

ARTICLE 7 — CONTRACTOR'S RESPONSIBILITIES

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 6 am to 6 pm.
2. Owner's legal holidays are: New Year's Eve and New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

7.09 Permits

SC-7.09 Add the following new paragraphs immediately after paragraph 7.09.A:

- B. Owner will provide the following permits:
 - 1. Edwards Aquifer Protection Plan.
 - 2. City Building Permit.

7.10 Taxes

SC-7.10 Add the following new paragraph immediately after Paragraph 7.10.A:

7.19 Delegation of Professional Design Services

SC-7.19 Add the following new subparagraph immediately after 7.19.A.

- 1. Where the technical specs require the Contractor to provide professional design services and to submit signed and sealed documents from a registered Professional Engineer.

ARTICLE 8 — OTHER WORK AT THE SITE

Not used.

ARTICLE 9 — OWNER'S RESPONSIBILITIES

Not used.

ARTICLE 10 — ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 - 1. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 2. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - 3. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. Review of Work; Defective Work
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. Inspections and Tests
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. Payment Requests: Review Applications for Payment with Contractor.
 7. Completion
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 — CHANGES TO THE CONTRACT

11.02 Change Orders

SC-11.02 Insert the following new subparagraphs immediately following Paragraph 11.02.A.4:

5. In signing a Change Order, the Owner and Contractor acknowledge and agree that:
 - a. the stipulated compensation (Contract Price or Contract Times, or both) set forth in the Change Order includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup, but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages and other impact costs. This document will become a supplement to the Contract and all Contract provisions will apply hereto. It is understood that this Change Order shall be effective on the date approved by the Owner's Representative;
 - b. the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
 - c. no reservation of rights to pursue subsequent claims on the Change Order will be made by either party; and
 - d. no subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

11.08 Change of Contract Times

SC-11.08 Add the following new paragraphs immediately after Paragraph 11.08.B:

C. Use of Float:

1. A request for adjustment of Contract Times (or Milestones), otherwise allowable under the Contract Documents, shall be granted only when the time lost or gained exceeds the float for the activity at the time of the event giving rise to the claim. Float, the amount of time between the early start date and the late start date, or the early finish date and the late finish date, is jointly owned by both Owner and Contractor whether expressly disclosed or implied in any manner.
2. Contractor shall not use float suppression techniques (including, but not limited to, preferential sequencing caused by late starts of follow-up trades, unreasonably small crews, extended durations, or imposed dates) in information provided to Engineer.

ARTICLE 12 — CLAIMS

Not used.

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

13.01 Cost of the Work

SC-13.01 Adding the following new language at the end of Paragraph 13.01.C.2:

- a. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading,

assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

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

Not used.

ARTICLE 15 — PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 Substantial Completion

SC-15.03 Add the following new subparagraphs immediately after Paragraph 15.03.A:

1. The Work shall be Substantially Complete when the Work when drip irrigation system expansion has been completed in accordance with the Contract Documents. All process equipment shall be installed and operational, or temporary arrangements satisfactory to Owner shall have been made. Operational testing must be completed prior to the date of Substantial Completion.

ARTICLE 16 — SUSPENSION OF WORK AND TERMINATION

Not used.

ARTICLE 17 — FINAL RESOLUTIONS OF DISPUTES

17.02 Arbitration

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

ARTICLE 18 — MISCELLANEOUS

Not used.

END OF DOCUMENT

**SECTION 00800-2
SUPPLEMENTAL CONDITIONS**

1.0 SCOPE OF WORK

The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes expanding the existing subsurface drip irrigation system from 54,001GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term "City of Austin" is used in the City of Austin Specifications, it shall be construed to mean "OWNER, and or its designated representative." Whenever the term "ENGINEER" is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

2.0 ENGINEER (Reference 1.01.A.22 in the General Conditions)

The term "Engineer" in these specifications shall be understood as referring to Burgess & Niple, Inc., 235 Ledge Stone Drive, Austin, Texas 78737, or such other Engineer, Superintendent, or Inspector as may be authorized by said OWNER to act in any particular.

3.0 OWNER (Reference 1.01.A.32 in General Conditions)

The term "OWNER" shall mean The City of Dripping Springs.

4.0 EXAMINATION OF SITE OF PROJECT

CONTRACTOR shall make a careful examination of the site of the Project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and the method of providing ingress and egress to the work sites and private properties, and the methods of handling traffic during construction of the entire Project.

5.0 CONSTRUCTION PLANS AND SPECIFICATIONS (Reference 2.02 of the General Conditions)

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Construction plans are furnished herewith and made a part of these specifications, the same as if they were written herein. The CONTRACTOR will be furnished three (3) sets Project Documents at no expense to him.

The documents are intended to agree and be mutually explanatory, and they shall be accepted and used as a whole and not separately. Should any item be omitted from the drawing and be herein specified, or vice versa, it shall be executed in the same way as if both shown and specified. Should contradiction be found, definite provisions of the specifications will be referred to the requirements of the drawings; however, the decision of the Engineer shall be final.

Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

1. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
2. 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).

Where reference is made in these specifications to specifications compiled by other agencies, organizations or departments, such reference is made for expediency and standardization. Such specifications referred to are hereby made a part of these specifications.

6.0 RECORD DRAWINGS/AS-BUILT PLANS (Reference 7.12 of the General Conditions)

Prior to commencing any portion of the Work, the CONTRACTOR will be furnished two (2) sets of construction plans in the form of blue-line prints to be used as a daily record of the Work as constructed on which it shall indicate changes made during construction. All notes and comments necessary to give a clear conception of exactly how all items were constructed including locations shall be shown. As-built plans shall also be provided for all shop drawings submitted by CONTRACTOR if the shop drawings were constructed differently than that approved. The furnished sets of drawings shall be identified on the front lower right-hand corner of each sheet by a rubber stamp impression reading as follows:

"RECORD PRINTS"
"TO BE USED FOR RECORDING AUTHORIZED FIELD
MODIFICATIONS AND DIMENSIONAL DATA ONLY"

One set of "Record Prints" shall be submitted to the Engineer for review at the time of Substantial Completion and must be approved prior to final payment. The Engineer will

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return these drawings to the CONTRACTOR who shall transfer in indelible red ink all the information onto the clean set of blueline prints for the OWNER's use. After recording information on the prints, the CONTRACTOR shall stamp each print "Record Drawings" and certify in writing on each print by his signature that the indications are a true and accurate record. CONTRACTOR shall deliver both the jobsite marked-up prints and the "Record Drawings" prints to the Engineer. These "Record Drawings" prints delivered for the OWNER's use is a condition of final acceptance and payment.

As the work progresses, the CONTRACTOR shall update the "Record Prints" on a daily basis as required to maintain an accurate dimensional record of the work as constructed, including:

1. Exact locations and elevations of all underground and buried portions of the Work.
2. All changes and corrections to dimensions.
3. All changes of materials and finishes.
4. Location, size and arrangement of all concealed items of mechanical and electrical portions of the work, including outlets, piping conduit, valves, dampers, duct work and equipment.
5. Location, size and arrangement of exposed piping, valves, conduit, equipment, and other utilities.
6. All changes and deviations in the work from that indicated and specified in the Contract Documents including Addenda, Change Orders, and field modifications.

Field measurements shall be made of work in place and the proper dimensions indicated on the "Record Prints" to clearly and accurately delineate the work as constructed.

Equipment identification plates, valve tags, fixture types and other identification designations shall be clearly marked on the "Record Prints" as to location and designation using symbols corresponding to symbols used in the Contract Documents.

The preparation of "Record Prints" showing changes and deviations in the Work does not grant the CONTRACTOR the authority to make changes in the Work without the expressed written approval of the Engineer and OWNER in each and every case.

7.0 COMMENCING WORK (Reference 2.03 of the General Conditions)

The CONTRACTOR is required to notify the Engineer at least 48 hours prior to the date work is to commence under this Contract and at least 48 hours prior to implementing any change in the work schedule.

No Person shall have the authority to verbally alter, modify, expand or reduce the requirements of the drawings or specifications. Verbal modifications shall not be binding

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on the OWNER or CONTRACTOR until specifically confirmed in writing by the ENGINEER. The CONTRACTOR shall bear full responsibility for nonconforming work initiated by a verbal request in the field. All modifications affecting cost, scope, quality or time shall be made a part of the contract by a "Change in Contract" approved by OWNER.

8.0 QUANTITIES (Reference 13.03 of the General Conditions)

The CONTRACTOR shall check and verify all dimensions shown on the drawings and shall report in writing any inconsistencies to the Engineer before submitting a Bid, or include in the Bid the greater quantity or better quality of work, or compliance with the more stringent requirement resulting in a greater cost as described in the Instructions to Bidders. In addition, the CONTRACTOR shall check and verify all dimensions shown on the drawings and shall report in writing any inconsistencies to the Engineer before proceeding with any work or ordering of materials. The CONTRACTOR shall verify all measurements and shall be responsible for the correctness of the same. Any difference which may be found shall be submitted in writing to the Engineer for consideration before proceeding with the Work.

The CONTRACTOR shall calculate all quantities for the work to be performed based on the construction drawings and specifications. The cost for all work required to complete the Work shall be included in the Contract Price. No incidental items of work will be paid for unless there is an item in the proposal for such work. It must be strictly understood that the prices bid are for complete and acceptable work, and CONTRACTOR will not be paid for any materials on hand or stored at the job site.

9.0 STAKING FOR CONSTRUCTION

Construction staking for the alignment and location of all proposed improvements shall be the responsibility of the CONTRACTOR. The proposed improvements shall be located as shown on the construction plans and in reference to benchmarks identified by the Engineer. The OWNER reserves the right to check the CONTRACTOR's lines, grades, levels, etc. at any time. No direct or separate payment will be made for construction staking or restaking.

10.0 CONSTRUCTION SCHEDULE (Reference 1.10(A).34 of the General Conditions)

Prior to commencing work, the CONTRACTOR shall submit a schedule illustrating the working day progress of the work to its completion within the time frame allotted in the Contract. This schedule shall be revised by the CONTRACTOR monthly and submitted with monthly pay estimates to the Engineer.

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11.0 CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR PERFORMANCE OF WORK (Reference Article 7 of the General Conditions)

It is expressly understood and agreed to by the CONTRACTOR that, regardless of the extent of inspection and supervision provided by the OWNER and the Engineer, it is the CONTRACTOR's responsibility to perform and complete work in accordance with the drawings and specifications, and that the OWNER and Engineer have no liability or responsibility whatever to the CONTRACTOR for any work performed by the CONTRACTOR which is not in accordance with the drawings and specifications regardless of the time when discovered and whether discovered at any time during the course of construction or after acceptance of the Work.

The Engineer shall inform the CONTRACTOR of any Work that is not in accordance with the drawings and specifications when it becomes known to him. If any Work is performed which is not in accordance with the drawings and specifications and is not discovered until a later time, neither the OWNER nor the Engineer shall have any responsibility to the CONTRACTOR, or be liable to the CONTRACTOR for the correction or removal of the unsatisfactory portion of the Work or of any portion of the Work subsequently performed or affected by it. The correction or removal of such unsatisfactory Work and the replacement with satisfactory Work shall be performed by the CONTRACTOR at his own expense, and is understood to be fully included in his contract requirements, without any additional compensation or claims upon the OWNER or Engineer.

12.0 BOUNDARIES OF WORK

The CONTRACTOR is required to use only the area designated by the OWNER as working areas. All work shall be done in such a manner as not to interfere with normal activities occurring outside of the work area.

The OWNER will provide land and rights-of-way for the Work specified in this Contract and make suitable provisions for ingress and egress, and the CONTRACTOR shall not enter on or occupy with men, tools, equipment, or materials, any ground outside the Site or property of the OWNER without the written permission of the owner of such other property.

13.0 EXISTING UTILITIES

Existing surface and subsurface structures (gas mains, water mains, sewer mains, storm sewers, telephone cables, electrical lines, etc.) are shown on the plans if their location has been determined, but it shall be the responsibility of the CONTRACTOR to avoid damaging these existing structures whether or not they are shown on the plans. The OWNER and Engineer assume no responsibility for failure to show any or all of the structures on the plans or to show them in their exact location. It is mutually agreed that such failure to show these structures will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever. If any structure is damaged by the CONTRACTOR it shall be his

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responsibility to repair the damage at his own expense and restore the structure to its functional use.

The CONTRACTOR shall be responsible for the protection of all existing utilities or service lines crossed by its construction operations. Where existing utilities or service lines are cut, broken, or damaged, the CONTRACTOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense.

Protection of poles and landscaping shall be done at no expense to the OWNER.

14.0 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with, until ordered to do so by the Engineer. The right is reserved by the owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs to their property that may become necessary by the performance of this Contract.

15.0 CONTRACTOR'S INSURANCE (Reference Insurance Rider and Attachment B Insurance Requirements)

CONTRACTOR shall, at its sole cost and expense, procure and maintain in effect during the term of this Agreement the insurance coverage in the amounts set forth herein.

16.0 SUPERINTENDENT (Reference 7.02 of the General Conditions)

A full time field superintendent with a minimum of five (5) years of experience in a similar type of construction must be present at all times, regardless of the amount of work, and must be capable of making decisions on the CONTRACTOR's behalf.

17.0 LABOR FORCE

The CONTRACTOR may bring his superintendent, foreman, sub-foreman, machine operators, and sufficient key men to round his organization. The CONTRACTOR shall abide by the Wage and Hour Laws of the State and must not pay less than the rates legally prescribed.

CONTRACTOR shall not use in the performance of the Work any personnel, whether employed by CONTRACTOR or its subcontractors, deemed by OWNER to be incompetent, careless, unqualified to perform the work assigned, or otherwise unsatisfactory to OWNER, and shall at OWNER's request remove any such person from the Project.

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18.0 MATERIALS AND WORKMANSHIP

The CONTRACTOR shall furnish all materials for a complete job as shown on the plans and as required by the specifications. No material which has been used by the CONTRACTOR for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Engineer and OWNER and identified by Addendum.

Where material or equipment is specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product or another manufacturer, but rather to set a definite standard of performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the article or process is equal, in the opinion or judgment of the Engineer, to the article or process specified by name. Unless otherwise specified, all materials shall be the best of its respective kind and shall be in all cases fully equal to approved samples. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by CONTRACTOR and has been received by Engineer at least 10 days prior to the date for receipt of Bids. Each such request shall conform to requirements of paragraph 6.05 of the General Conditions. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum.

19.0 SUBCONTRACTORS

CONTRACTOR must submit to OWNER and Engineer a list of all subcontractors for approval prior to commencing work. During the course of construction any changes in subcontractors must have prior written approval by the OWNER and Engineer.

20.0 PERMITS, CERTIFICATES, LAWS, AND ORDINANCES

The CONTRACTOR shall, at his own expense, procure any and all permits, certificates and licenses required of him by law or local ordinance for the execution of his work, including any permits required for transport of equipment or supplies for this Contract. Construction shall not commence on the Project until all applicable permits are obtained by the CONTRACTOR.

All work shall be done in strict accordance with all applicable Laws and Regulations of any regulatory agency having jurisdiction over this Work or the Site. It is not the intention of this Contract to violate the Laws and Regulations of any regulatory agencies having jurisdiction over this Work. This Contract indicates only the minimum quantity or quality acceptable to regulatory agencies having jurisdiction over this Work or the Site. If the codes, etc. call for greater quality or quantity, that greater quality or quantity shall be the basis for the bid.

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All costs of labor, materials and fees for obtaining permits, utility taps and hookups, etc. shall be included in the Contract Price.

21.0 SALES TAX (Reference 7.10 of the General Conditions)

The CONTRACTOR will be responsible for the payment of all taxes in compliance with the laws of the State of Texas and the United States. However, this Contract is to be performed for a tax-exempt organization. The CONTRACTOR may purchase all materials incorporated into realty in the performance of this Contract without paying sales tax. The OWNER is exempt from paying sales tax on services required as an integral portion of the Contract. The CONTRACTOR will be liable for the payment of limited sales tax if the CONTRACTOR uses the tangible personal property in some other use than the reason listed above, and shall pay the tax based on the price for the tangible personal property.

22.0 REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS/CLEAN UP

The CONTRACTOR shall repair or replace all fences, landscaping, mailboxes, light poles, concrete walls, sidewalks, driveways, drainage ways, utilities, concrete curbs and concrete pavement, signs, culverts, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the CONTRACTOR due to his operations on this Project, to a condition equal to or better than its condition before construction, at no expense to the OWNER. No direct payment will be made for this item.

During construction, the CONTRACTOR shall maintain the Site in an orderly, neat, and presentable manner. Scraps and debris shall not be left scattered but shall be assembled together and to the extent unusable shall be moved from the Site or disposed of to the satisfaction of the Engineer. After the Work is completed and before final acceptance of the Work by OWNER, CONTRACTOR shall remove all debris from the construction site. Temporary structures, forms, equipment, objectionable rocks, concrete and other debris shall be removed in such manner as to leave the construction site in a neat and presentable condition throughout. Earthwork shall be smoothed and graded to the lines shown on the construction plans. No direct payment will be made for cleanup.

During construction the CONTRACTOR shall keep the Site free and clean from all rubbish and debris and shall clean up the Site promptly and when notified to do so by the Engineer or OWNER.

The CONTRACTOR shall, at his own expense, maintain the streets and roads free from dust, mud, excess earth or debris which constitutes a nuisance or danger to the public using the thoroughfare, or the occupants of adjacent properties. Care shall be taken to prevent spillage or debris deposited on streets, due to the CONTRACTOR's operations, and shall be immediately removed.

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The CONTRACTOR shall coordinate his operations in such a manner as to prevent the amount of clean up and completion of back work from becoming excessive. Should such a condition exist, the Engineer may order all or portions of the Work to cease, and refuse to allow any Work to commence until the cleanup and back work is done to the Engineer's satisfaction.

The CONTRACTOR shall do such grading in the area adjacent to streets and drainage facilities as may be necessary to leave the area in a neat and satisfactory condition approved by the Engineer. In addition, CONTRACTOR shall clean and remove sediment from the storm sewer facilities deposited as a result of construction to a satisfactory condition approved by the Engineer.

23.0 EXISTING CONDITIONS

The CONTRACTOR shall be responsible for any loss or damage caused by it or its workmen to the property of OWNER and shall immediately repair or replace such loss or damage under the direction and to the complete satisfaction of the OWNER.

24.0 PROTECTION OF THE SITE AND LAYDOWN/STORAGE AREAS

The CONTRACTOR shall protect all structures, utilities and pipelines, trees, shrubbery, lawns, and other improvements during the progress of his work and shall remove from the Site and laydown/storage areas all debris and unused materials.

The CONTRACTOR shall at all times provide protection against weather such as rain, wind, storms, frost, or heat so as to maintain all work and materials free from injury or damage. At the end of the day's work, all new work likely to be damaged shall be covered. Any materials damaged by failure to provide protection as required, shall be removed and replaced with new materials at the CONTRACTOR's expense.

25.0 TRENCH EXCAVATION SAFETY PROTECTION

Trench protection for all trenches over five (5) feet in depth shall be accomplished by the CONTRACTOR in accordance with all provisions of Part 1926, Subpart P - Excavations, Trenching, and Shoring of the Occupational Safety and Health Standards and Interpretations (OSHA), or any updated and subsequent version thereof.

OSHA requirements are to be strictly enforced by the CONTRACTOR. Any dangerous situation which has been brought to the attention of the CONTRACTOR and which has not been corrected, will be sufficient grounds for stopping the work.

It is the sole duty, responsibility, and prerogative of the CONTRACTOR, not the OWNER or Engineer, to determine the specific applicability of a trench safety system to each field condition encountered on the project. It will be the CONTRACTOR's responsibility to identify the soil type and to accurately adjust his trench safety methods according to the OSHA requirements.

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The CONTRACTOR shall indemnify and hold harmless the OWNER and Engineer, its 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.

The CONTRACTOR acknowledges and agrees that this indemnity provision provides indemnity for the OWNER and Engineer in case the OWNER or Engineer is negligent either by act or omission in providing for trench safety, including, but not limited to, inspections, failure to issue stop work orders, and the hiring of the CONTRACTOR.

26.0 CONTRACTOR LAYDOWN AREA

The CONTRACTOR shall notify the OWNER as to the preferred laydown/equipment storage areas to be used by CONTRACTOR and which must be approved by OWNER. Any temporary security fencing constructed around or within the laydown area(s) shall be approved by OWNER. CONTRACTOR shall completely restore the laydown area to its original condition prior to demobilization. Site restoration shall include removing and properly disposing of all trash and debris, and repairing any roadways used for access to the site damaged by CONTRACTOR. Any temporary security fencing installed for convenience of the CONTRACTOR shall be removed.

27.0 GUARANTEE

The CONTRACTOR shall guarantee the Work against defective workmanship and materials for a period of two (2) years from the date of final acceptance of the Work by the OWNER. The determination of the necessity during the warranty period for the CONTRACTOR to repair or replace the Work in whole or in part shall rest with the Engineer and OWNER, whose decision in the matter shall be final and obligatory upon the CONTRACTOR.

Where defective workmanship and/or materials are discovered requiring repairs to be made under this guaranty, all such repair work shall be done by the CONTRACTOR at his own expense within five (5) days after written notice of such defect has been given to him by the OWNER. Should the CONTRACTOR fail to repair or correct such defective workmanship and/or materials within five (5) days after being notified, the OWNER may make the necessary repairs and charge the CONTRACTOR and/or his Surety with the actual cost of all labor and materials required.

28.0 MANUFACTURER'S CERTIFICATES

All manufacturer's certificates and guarantees required herein are to be furnished by the CONTRACTOR at its own expense.

29.0 WORK IN PROGRESS BY OTHER CONTRACTORS

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CONTRACTOR is hereby advised that other contractors will be working at the site to complete the overall Project objectives. Other contractors and employees or agents of the OWNER may, for all necessary purposes, enter upon the Work and Site used by the CONTRACTOR, and the CONTRACTOR shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the sites.

30.0 TESTING OF MATERIALS

All testing of materials required under these specifications shall be performed by an approved agency for testing materials. The nomination of the laboratory and the payment for such services shall be made by the OWNER, unless specified otherwise. Any retest required because of failure of the initial test will be paid for by the CONTRACTOR and shall be included in the total Contract Price. OWNER will deduct cost of retesting from the CONTRACTOR's partial Pay Request.

31.0 GUARANTEE INSPECTION

Immediately prior to expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and the OWNER. The Engineer and the OWNER shall be given not less than 10 days notice prior to the anticipated date of Guarantee expiration.

Where any portion of the Work has proven to be defective and requires replacement, repair or adjustment, the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and the OWNER, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse.

32.0 REJECTED MATERIALS

All materials which have been rejected or condemned by the OWNER shall be immediately removed from the Site.

33.0 DISPUTE RESOLUTION AGREEMENT

OWNER and CONTRACTOR hereby agree that Article 17 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

(a) All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making and acceptance of final payment) shall be subject to mediation as a condition precedent to binding dispute

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resolution which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then obtaining, subject to the limitations of this Supplemental Condition. The parties shall share the mediator's fee and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. For any claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

(b) No request for mediation of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with the Agreement will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No request for mediation of any such claim, dispute or other matter will be made later than one hundred and eighty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with the Agreement and the failure to request mediation within said thirty days' period will result in ENGINEER'S decision being final and binding upon OWNER and CONTRACTOR. No request for mediation of any written decision of ENGINEER rendered in accordance with the Agreement will be made later than sixty days after the party making such request has delivered written notice of intention to appeal as provided in the Agreement.

(c) Notice of the request for mediation will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The request for medication will be made within the one hundred and eighty day or sixty day period specified in subparagraph (b) above as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such request be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable state of limitations.

34.0 BARRICADES AND DANGER SIGNALS/TRAFFIC CONTROL

The CONTRACTOR shall provide in a manner satisfactory to OWNER the uninterrupted passage of traffic at all times and provide for traffic to and from private property where existing facilities cannot be used due to construction operations.

Where the Work is in, or adjacent to any street, alley, or public place, the CONTRACTOR shall be responsible for furnishing, erecting, and maintaining, at no expense to the OWNER, all traffic control measures, including suitable barricades, warning lights, warning signs, flares, barriers, cones, lights, flags signals, flagmen and other traffic control devices as are or may be necessary to adequately protect the Work and warn of the Project, including, but not limited to, sections of the Project which the CONTRACTOR closes to traffic. Warning devices shall be installed as described in the Texas Manual on Uniform Traffic Control Devices.

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The CONTRACTOR will be held responsible for all damage to the work due to the failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense. The CONTRACTOR's responsibility for the maintenance of barricades, signs and lights and for providing watchmen, shall not cease until the Work has been accepted by the OWNER.

Unless otherwise set forth in these specifications, the CONTRACTOR shall receive no direct compensation for furnishing, erecting and maintaining the necessary barricades, lights, flares, signs or for any other materials necessary for the good and proper safety, convenience and direction of traffic during the period prior to final inspection and acceptance by the OWNER.

35.0 TERMINATION OF CONTRACT IN CASE OF NATIONAL EMERGENCY

Whenever, because of a national emergency so declared by the President of the United States or other lawful authority, it becomes impossible for the CONTRACTOR to obtain all of the necessary labor, material and equipment for the prosecution of the Work with reasonable continuity for a period of two months, or to complete the Work if Substantial Completion is expected in less than two (2) months, the CONTRACTOR shall within seven (7) days notify the OWNER in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of labor, material and equipment not obtainable. If after investigation, the OWNER finds that such conditions exist and that the inability of the CONTRACTOR to proceed is not attributable in whole or in part to the fault or neglect of the CONTRACTOR, then if the OWNER cannot after reasonable effort assist the CONTRACTOR in procuring and making available the necessary labor, materials, and equipment within 30 days, the CONTRACTOR may request the OWNER to terminate the Contract and the OWNER shall within 30 days comply with the request, and the termination shall be based on a final settlement, which shall include, but not be limited to, the payment for the portion of the Work completed and approved.

36.0 WATER

Water required for water jetting, flooding, testing, flushing, disinfecting, and construction shall be obtained at the CONTRACTOR's expense and shall be included (subsidiary to contract) in the Contract prices. CONTRACTOR shall provide all labor, materials, and equipment for making connections (temporary or permanent) to existing water facilities, for metering the water used, and for removal of temporary connections.

37.0 ELECTRICITY

Electricity may not be available at the site at the time of construction. CONTRACTOR shall make all temporary power connections at the existing power poles along the site and

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shall make provisions to furnish other power as required to complete the specified work at this site.

38.0 WORKING HOURS

The CONTRACTOR shall submit to the OWNER prior to construction, a construction schedule which shall meet the OWNER's approval before construction can begin. The CONTRACTOR shall perform all construction activities between 8:00 a.m. to 5:00 p.m., Monday through Friday. However, the CONTRACTOR may be allowed to work weekends and holidays upon the OWNER's written approval.

39.0 SANITARY FACILITIES

The CONTRACTOR shall provide chemical toilet facilities for the use of his forces. Adequacy of these facilities will be subject to the approval of the Engineer and maintenance of same must be satisfactory to the Engineer at all times. All sanitary facilities shall be the sole responsibility of the CONTRACTOR and shall be included in the Contract Price, and no separate payment shall be made.

40.0 PARKING

The CONTRACTOR shall be responsible for the expense of parking its and its employees' vehicles in a legal manner at no expense or inconvenience to OWNER or other Contractors in the area.

41.0 MEASUREMENT AND PAYMENT

Unless otherwise stated, it is understood that all payments made are for finished work and include all labor, tools, materials, appurtenances, constructing and completing the item on which payment is made.

42.0 DRUG AND FIREARM POLICY

OWNER has advised CONTRACTOR of OWNER's policy pursuant to which OWNER prohibits the use, possession, sale, transfer, and/or storage of firearms, prohibited drugs or alcohol on its premises by its employees. Further no hunting is allowed on the premises. This policy also applies to those employees of CONTRACTOR who perform work for OWNER. CONTRACTOR specifically acknowledges its understanding of and familiarity with OWNER's policies, procedures and restrictions concerning the influence, use or presence of drugs, alcohol, and/or firearms at the Project and agrees to be bound by and fully comply with the same. Further, CONTRACTOR agrees that the foregoing shall apply to its employees and those of its subcontractors and hereby agrees to insure that all personnel engaged in the Work are aware of and familiar with OWNER's policies, procedures and restrictions and to remove from the Project and replace any personnel CONTRACTOR believes to be in violation thereof. It is understood and agreed that OWNER shall have the right to require the removal and replacement of any person or entity not adhering to such requirements. CONTRACTOR shall include the foregoing

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provisions in each of its subcontracts relating to the Project in order that the terms of this Section 50 shall fully apply to such parties.

43.0 PERFORMANCE, PAYMENT, AND WARRANTY BONDS

It is further agreed by the Parties to this CONTRACT that the CONTRACTOR will execute separate Performance, Payment, and Warranty Bonds. The Performance and Payment Bonds shall be in a sum equal to 100% of the total CONTRACT price. The Warranty Bond shall be equal to 15% of the CONTRACT price. All bonds shall be in standard forms for this purpose guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the CONTRACT. It is agreed that the CONTRACT shall not be in effect until such performance and payment bonds are furnished and approved by OWNER and that final retainage shall not be paid until such maintenance bond is furnished and approved by the OWNER. The cost of the premium for the performance, payment and maintenance bonds shall be included in the price bid by the CONTRACTOR FOR work under this CONTRACT, and no extra payment for such bonds will be made by the OWNER. The surety company or companies underwriting the performance, payment, and maintenance bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. Furthermore, the surety company or companies shall be duly authorized to act under the laws of the State of Texas as Surety, and shall be approved by the OWNER. The maintenance bond may also include naming any governmental authority required for final approval and or acceptance. The maintenance bond shall be effective for a period of 2 year after the date of final acceptance.

44.0 SCHEDULE OF VALUES

The CONTRACTOR shall submit a schedule of values at the request of the OWNER or the ENGINEER. The schedule of values is defined as a breakdown of any bid item into its individual component costs. The costs include, but are not limited to, bonds, separate work items, labor, and material.

45.0 CONTRACT DELAYS AND REINSPECTION

The CONTRACTOR shall reimburse OWNER for all additional Engineering and Inspection Cost that are a result of failed test or incorrect work where re-inspections or re-testing and or more field observations are required or where the work extends past the allotted time resulting in a longer period of Construction Services by the ENGINEER. Each month ENGINEER will invoice OWNER separately for re-inspections and re-testing. Such invoice amounts will be deducted from CONTRACTOR's Partial Pay Requests.

Exhibit A to Contract Agreement
Owner's Insurance Requirements of Contractor

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> ▪ \$1,000,000 Per Occurrence ▪ \$2,000,000 General Aggregate ▪ \$2,000,000 Products/Completed Operations Aggregate ▪ \$1,000,000 Personal and Advertising Injury ▪ Designated Construction Project(s) General Aggregate Limit 	<ul style="list-style-type: none"> ▪ Current ISO edition of CG 00 01 ▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. ▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Exclusion-Damage to Work Performed by Subcontractors on Your Behalf, CG 22 94 or CG 22 95 ○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43 ○ Any Classification limitation ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any Habitational or Residential exclusion applicable to the Work ○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion

Business Auto Liability	<p>Amount of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Per Accident 	<ul style="list-style-type: none"> ▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and non-owned
Workers' Compensation and Employer's Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ Statutory Limits ▪ \$1,000,000 Each Accident and Disease ▪ Alternate Employer endorsement ▪ USL&H must be provided where such exposure exists. 	<ul style="list-style-type: none"> ▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. ▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.
Excess Liability (Occurrence Basis)	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$5,000,000 Each Occurrence ▪ \$5,000,000 Annual Aggregate 	<ul style="list-style-type: none"> ▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Professional Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Occurrence ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services. ▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement. 	<ul style="list-style-type: none"> ▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors ○ habitational or residential operations ○ mold and/or microbial matter and/or fungus and/or biological substance ○ punitive, exemplary or multiplied damages. ▪ Any retroactive date must be effective prior to beginning of services for the Owner. ▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least

		<p>two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.</p>
<p>Contractors Pollution Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Loss ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor’s Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ The policy must provide coverage for: <ul style="list-style-type: none"> ○ the full scope of the named insured’s operations (on-going and completed) as described within the scope of work for this Agreement ○ loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall ○ third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; ○ diminution of value and Natural Resources damages ○ contractual liability ○ claims arising from non-owned disposal sites utilized in the performance of this Agreement. 	<ul style="list-style-type: none"> ▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ Insured vs. insured actions. However, exclusion for claims made between insured within the same economic family are acceptable. ○ impaired property that has not been physically injured ○ materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. ○ property damage to the work performed by the contractor ○ faulty workmanship as it relates to clean up costs ○ punitive, exemplary or multiplied damages ○ work performed by subcontractors ▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. ▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years. ▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence-based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.

<p>Builders Risk</p>	<ul style="list-style-type: none"> ▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. ▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing. ▪ The policy must provide coverage for: <ul style="list-style-type: none"> ○ Agreed Value Included ○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse Included ○ Debris removal additional limit \$1,000,000 ○ Earthquake and Earthquake Sprinkler Leakage \$5,000,000 ○ Flood \$5,000,000 ○ Freezing Included ○ Mechanical breakdown including hot & cold testing Included ○ Ordinance or law \$1,000,000 ○ Pollutant clean-up and removal \$ 25,000 ○ Preservation of property Included ○ Theft Included • Deductible shall not exceed \$10,000 <ul style="list-style-type: none"> ○ All Risks of Direct Damage, Per Occurrence, except 2% subject to \$50,000 minimum ○ Named Storm, Earthquake and Earthquake Sprinkler Leakage, Per Occurrence \$100,000 ○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V \$100,000 	<ul style="list-style-type: none"> ▪ Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. ▪ Such insurance shall cover: <ul style="list-style-type: none"> ○ all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling; all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site; ○ all property including materials and supplies on site for installation; ○ all property including materials and supplies at other locations but intended for use at the site; ○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and ○ other Work at the site identified in the Agreement to which this Exhibit is attached. • No protective safeguard warranty shall be permitted. • The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: <ul style="list-style-type: none"> ○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; ○ occupancy, in whole or in part; ○ the date on which release of substantial completion is executed; or ○ the date on which the insurable interests of Contractor in the Covered Property has ceased. • A waiver of subrogation provision shall be provided in favor of all insureds.
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2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include the Builder and its subcontractors of any tier.
- iii. "Owner Parties" means (a) City of Dripping Springs, Texas (collectively referred to as "Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Contract Documents.

B. Policies.

- i. Contractor shall maintain such Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall maintain such General Liability insurance in identical coverage, form and amount, including required endorsements, for at least ten (10) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
 - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
 - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
 - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
- v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same.

D. Forms

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit A are superseded or discontinued, Owner will have the right to require other equivalent forms.

- ii. Any policy or endorsement form other than a form specified in this Exhibit A must be approved in advance by Owner.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
 - a. Owner as certificate holder at Owner's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner Parties;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
 - a. General Liability Additional insured endorsement(s);
 - b. General Liability Schedule of Forms and Endorsements page(s); and
 - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

F. Contractor Insurance Representations to Owner Parties

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit A is an independent contract provision and shall survive the termination or expiration of the Contract Agreement.

G. Insurance Requirements of Contractor's Subcontractors

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self-insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. **IF THE CONTRACTOR OR ANY OF ITS AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS UTILIZE ANY OF THE OWNERS EQUIPMENT FOR ANY PURPOSE, INCLUDING MACHINERY, TOOLS, SCAFFOLDING, HOISTS, LIFTS OR SIMILAR ITEMS OWNED, LEASED OR UNDER THE CONTROL OF THE OWNER, THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND BE LIABLE TO THE OWNER PARTIES FOR ANY AND ALL LOSS OR DAMAGE WHICH MAY ARISE FROM SUCH USE.**

I. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible or uninsured portion thereof, maintained or required to be maintained by the Contractor or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

ATTACHMENT "B"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.

**SECTION 01000
GENERAL REQUIREMENTS**

1.01 SCOPE OF WORK

The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 dripfields. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes the subsurface drip irrigation system as specified in these specifications and shown on the construction plans and a 250,250 bolted ground storage tank. The new drip irrigation system shall be connected to the existing system. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls in accordance with the contract documents, and all local, state, and federal requirements.

1.02 GOVERNING TECHNICAL SPECIFICATIONS

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term “City of Austin” is used in the City of Austin Specifications, it shall be construed to mean “OWNER, and or its designated representative.” Whenever the term “ENGINEER” is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

Additional Requirements:

1. Requirements for revegetation cover completeness shall be in accordance with Hays County (70%).
2. Materials used on this project do not have to be American made. However, all products and vendors used shall be on the City of Austin approved list.
3. A valve casing for an underground isolation valves for Treated Effluent Lines must have “**REUSE**” cast into its lid.

1.03 SCOPE, NATURE, & INTENT OF SPECIFICATIONS AND PLANS

The Specifications and Plans are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not the other shall be executed as if it had been set for in both.

Should anything necessary for a clear understanding of the work be omitted from the Plans and Specifications, or should the requirements appear to be in conflict,

**SECTION 01000
GENERAL REQUIREMENTS**

the CONTRACTOR shall secure written instructions from the ENGINEER before proceeding. It is understood and agreed that the work shall be performed according to the intent of the Contract Documents. The CONTRACTOR shall notify the ENGINEER of any discrepancy between the Plans and the conditions on the ground, or any error or omission in Plans, or in layout or instructions, which may be discovered in the course of the work. The CONTRACTOR will not take advantage of any error or omission in the Plans or Contract Documents. Full instructions will be furnished by the ENGINEER should any error or omission be discovered.

1.04 CONFLICTS

All construction shall be in accordance with the requirements of the Texas Commission on Environmental Quality and City of Austin. In case of conflicts between these requirements, the Contractor shall notify the ENGINEER who shall determine which requirements apply.

1.05 SAFETY PRECAUTIONS, PROGRAMS AND TRENCH SAFETY SYSTEMS

It shall be the duty and responsibility of the CONTRACTOR and all of its subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. Secs. 651 et. seq., the Occupational Safety and Health Act of 1970 (OSHA) and all amendments thereto, and to enforce and comply with all provision of this act.

The CONTRACTOR and all of its subcontractors shall comply with all requirements of 29 C.F.R. Secs. 1926.652 and 1926.653, OSHA Safety and Health Standards, and H.B. 662, Acts of the 70th Legislature, Regular Session, and shall submit a unit price for the particular safety systems to be utilized by the CONTRACTOR for all trench excavations which exceed a depth of five feet (5').

Before commencing any trench excavation, which will exceed a depth of five feet, the CONTRACTOR shall provide the ENGINEER and OWNER with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a registered professional engineer indicating full compliance with the OSHA provisions cited above.

1.06 MATERIALS

These Specifications are intended to be so written that only materials of the best quality and grade will be furnished. The fact that the Specifications may fail to be sufficiently complete in some detail will not relieve the CONTRACTOR of full responsibility for providing material of high quality and protecting them adequately until incorporation in the structure. The Specifications for materials set out the minimum standard of quality which the OWNER believes necessary to produce a satisfactory project. No substitutions will be permitted until the

SECTION 01000
GENERAL REQUIREMENTS

CONTRACTOR has received written permission of the ENGINEER to make a substitution for the material which has been specified.

Reference to the standard technical society, organization, or association, or to codes of local and state authorities, shall mean the latest standard, code, specification, or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise. Reference to technical society, organization or body is made in Specifications in accordance with the following abbreviations:

AASHO	American Association of State Highway Officials
AIA	American Institute of Architects
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AISI	American Institute and Steel Institute
AISC	American Institute of Steel Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute
API	American Petroleum Institute
ASA	American Standards Association
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
AWSC	American Welding Society Code
AWWA	American Water Works Association
CSI	Construction Specification Institute
FIA	Factory Insurance Association
FM	Factory Manual
FS	Federal Specification
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulated Power Cable Engineers Association
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NBS	National Bureau of Standards
OSHA	Federal Occupational Safety & Health Act, 1970
PCI	Prestressed Concrete Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Incorporated
SPR	Simplified Practice Recommendation
UBC	Uniform Building Code
UL	Underwriters Laboratory

**SECTION 01000
GENERAL REQUIREMENTS**

1.07 MOBILIZATION and DEMOBILIZATION

1.07.01 Mobilization

CONTRACTOR shall mobilize all required material, equipment, and labor to the site and place in an operational mode. This may include establishment of an office trailer and/or storage area for CONTRACTOR's use at the site, and mobilization of health and safety equipment, fuel, water, wastewater, and trash handling facilities, and all other equipment necessary to complete the specified work. If a construction trailer is used, CONTRACTOR shall be responsible for connection and disconnection of all utilities services and temporary sewage holding tank (if used) for the trailer. The office trailer shall be kept clean, dry, and serviceable by the CONTRACTOR throughout the duration of the Contract. Measurement Payment of the Specification Item, "Mobilization", will be by the "Lump Sum", as the Work progresses and as described below:

- a. Mobilization shall not be greater than 5% of the Contract amount.**
- b. Partial payments for Mobilization shall be as follows:
 1. Upon presentation of a paid invoice for the Payment Bond, Performance Bond, and/or required insurance, the Contractor will be paid that cost from the Lump Sum amount bid for Mobilization, but in no instance more than 50% of the Mobilization. Subsequent Mobilization payments shall be made as outlined in paragraphs 2 through 5.
 2. The Mobilization of tunnel boring machines, tapping machines, cranes, batch plants or other similar facilities, along with supporting materials and equipment, to the work site will be considered as partial Mobilization under this contract. The Contractor shall provide a certified statement of his expenditure for the Mobilization and setup of the facility and supporting equipment. Upon approval by the Engineer or designated representative, the certified expenditure will be paid from the Lump Sum amount bid for Mobilization.
 3. When 25 percent of the contract amount is earned, 50 percent of the Mobilization will be paid. Previous payments under this item will be deducted from this amount.
 4. When 50 percent of the contract amount is earned, 75 percent of the Mobilization will be paid. Previous payments under this item will be deducted from this amount.
 5. When 75 percent of the contract amount is earned, 100 percent of the Mobilization will be paid. Previous payments under this item will be deducted from this amount.

**SECTION 01000
GENERAL REQUIREMENTS**

1.07.02 Demobilization

Upon completion of the Work in this Contract, CONTRACTOR shall demobilize all materials and debris, equipment, storage facilities, office trailer and related items, and labor from the job site, including concrete footings and slabs, and temporary erosion control devices. In addition, all office, storage, and work areas shall be smoothed and graded in a manner to conform to the natural appearance of surrounding landscape. Where unnecessary destruction, scarring, damage, or defacing may have occurred as a result of the CONTRACTOR's operations, the same shall be repaired, replanted, reseeded, or otherwise corrected at the CONTRACTOR's expense.

1.08 CLEAN UP

1.08.01 Construction Site

During construction the CONTRACTOR shall keep the site free and clean from all rubbish and debris and shall clean up the site promptly and when notified to do so by the Engineer or OWNER.

The CONTRACTOR shall, at his own expense, maintain the streets and roads free from dust, mud, excess earth or debris which constitutes a nuisance or danger to the public using the thoroughfare, or the occupants of adjacent properties. Care shall be taken to prevent spillage or debris deposited on streets, due to the CONTRACTOR's operations, and shall be immediately removed.

1.08.02 Back Work

The CONTRACTOR shall coordinate his operations in such a manner as to prevent the amount of clean up and completion of back work from becoming excessive. Should such a condition exist, the Engineer may order all or portions of the work to cease and refuse to allow any work to commence until the back work is done to the Engineer's satisfaction.

**SECTION 01300
SUBMITTALS**

PART 1: GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. The CONTRACTOR shall furnish submittals for any and all such parts of the work and equipment as set forth in the specifications and indicated on the plans. The procedures for review of the submittals shall be as described herein.
- B. The CONTRACTOR's Bid shall include the costs associated with preparation of and processing all required submittals. This includes all costs associated with providing information required to meet the requirements specified herein.
- C. All submittals shall be individually identified by reference to Specification Section, Paragraph, Drawing Number or Detail as applicable.
- D. This Section specifies the general methods and requirements of submissions applicable to the following work-related submittals for the General Contractor: Shop Drawings, Product Data, Samples, Mock Ups, and Construction or Submittal Schedules. Detailed submittal requirements may be further specified in the technical specifications sections. Subcontractor and suppliers will be required to assist the CONTRACTOR with submittal preparation as described herein for all supplied equipment.

1.02 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

- A. Shop Drawings
1. Shop drawings, as specified in individual work Sections include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shopwork manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, design calculations, individual system or equipment inspection, and test reports including performance curves and certifications, as applicable to the Work.
 2. All shop drawings as described above shall be signed and sealed by a Licensed Engineer in the State of Texas.
 3. All shop drawings submitted by subcontractors and/or suppliers for approval shall be sent directly to the CONTRACTOR for checking. The CONTRACTOR shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.
 4. The CONTRACTOR shall check all subcontractor and supplier shop drawings regarding measurements, size of members, materials, and details to satisfy him or herself that they conform to the intent of the Drawings and Specifications. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by CONTRACTOR for correction before submission thereof.

SECTION 01300 SUBMITTALS

5. All details on shop drawings submitted for approval shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements such measurements shall be made and noted on the drawings before being submitted for approval.

B. Product Data

1. Product data as specified in individual Sections, include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data and/or cut sheets), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing and printed product warranties, as applicable to the Work.

C. Samples

1. Samples specified in individual Sections, include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols and units of work to be used by the Engineer or OWNER for independent inspection and testing, as applicable to the Work.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. The CONTRACTOR shall review shop drawings, product data and samples, including those by subcontractors, prior to submission to determine and verify the following:

1. Field measurements
2. Field construction criteria
3. Catalog numbers and similar data
4. Conformance with the Specifications

B. Each shop drawing, sample and product data submitted by the CONTRACTOR shall have affixed to it the following Certification Statement including the CONTRACTOR's Company name and signed by the CONTRACTOR:

"Certification Statement: by this submittal, I hereby represent that I have fulfilled all obligations regarding verifying and determining field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and other applicable approved shop drawings."

SECTION 01300
SUBMITTALS

Shop drawings and product data sheets 11" x 17" and smaller shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The cover sheet shall fully describe the packaged data and include a listing of all items within the package. Provide to the Resident Project Representative a copy of each submittal transmittal sheet for shop drawings, product data and samples at the time of submittal of said drawings, product data and samples to the Engineer.

C. The CONTRACTOR shall utilize an 8-character submittal identification numbering system in the following manner:

1. The first five digits shall be the applicable Specification Section Number.
2. The next two digits shall be the numbers 01-99 to sequentially number each initial separate item or drawing submitted under each specific Section number.
3. The last character shall be a letter, A-Z, indicating the submission, or resubmission of the same Drawing (i.e. A=1st submission, B=2nd submission, C=3rd submission, etc.). A typical submittal number would be as follows:

03300-08-B

03300 = Specification Section for Concrete

08 = The eighth initial submittal under this specification section

B = The second submission (first resubmission) of that particular shop drawing

D. Notify the Engineer in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.

E. The review and approval of shop drawings, samples or product data by the Engineer shall not relieve the CONTRACTOR from his/her responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the CONTRACTOR and the Engineer will have no responsibility therefor.

F. No portion of the work requiring a shop drawing, sample, or product data shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the CONTRACTOR's risk. The OWNER or Engineer will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

G. Project work, materials, fabrication, and installation shall conform to approved shop drawings, applicable samples, and product data.

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**SECTION 01300
SUBMITTALS**

1.04 SUBMISSION REQUIREMENTS

A. Submittals shall be made promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor. All submittals shall be accompanied by a letter of transmittal, which shall be of the form supplied by or approved by the Engineer.

B. Number of submittals required:

1. Shop Drawings, Product Data, and Performance data for equipment:
The CONTRACTOR shall submit to the Engineer for his review, four (4) sets, plus the number of sets the CONTRACTOR desires to be returned to himself.
2. Samples: CONTRACTOR shall submit three (3) sets of all required samples.

C. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. CONTRACTOR identification.
4. The names of:
 - a. CONTRACTOR
 - b. Supplier
 - c. Manufacturer
5. Identification of the product, with the specification section number, page and paragraph(s).
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8"x 3" blank space for CONTRACTOR and Engineer stamps.

1.05 REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

A. The review of shop drawings, data, and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed as:

1. Permitting any departure from the Contract requirements;
2. Relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials; and/or
3. Approving departures from details furnished by the Engineer, except as otherwise provided herein.

SECTION 01300 SUBMITTALS

B. The CONTRACTOR remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

C. If the shop drawings, data or samples as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.

D. Submittals will be returned to the CONTRACTOR under one of the following:

1. "APPROVED" is assigned when there are no notations or comments on the submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.

2. "APPROVED AS NOTED" is assigned when a confirmation of the notations and comments IS NOT required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

3. "APPROVED AS NOTED/CONFIRM" is assigned when a confirmation of the notations and comments IS required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted. Confirmation is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the confirmation.

4. "REVISE AND RESUBMIT" is assigned when notations and comments are extensive enough to require a resubmittal of the package. Resubmittal is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the resubmittal.

5. "NOT APPROVED" is assigned when the submittal does not meet the intent of the Contract Documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the CONTRACTOR shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the Engineer, on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the CONTRACTOR. The CONTRACTOR shall make corrections to any work done because of this type revision that is not in accordance to the Contract Documents as may be required by the Engineer.

SECTION 01300 SUBMITTALS

F. Partial submittals may not be reviewed. The Engineer will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the CONTRACTOR, and will be considered "Not Approved" until resubmitted. The Engineer at his/her option may provide a list or mark the submittal directing the CONTRACTOR to the areas that are incomplete.

G. If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the CONTRACTOR shall give written notice thereof to the Engineer at least seven working days prior to release for manufacture.

H. When the shop drawings have been completed to the satisfaction of the Engineer, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

I. When submittals are returned to the CONTRACTOR, the number of prints the CONTRACTOR desires returned to him will be stamped or marked as described above and will be returned to the CONTRACTOR by letter.

1.06 DISTRIBUTION

A. Distribute reproductions of approved shop drawings and copies of approved product data and samples, where required, to the job site file and elsewhere as directed by the Engineer. Number of copies shall be as directed by the Engineer but shall not exceed the number specified in Paragraph 1.04B.

1.07 GENERAL PROCEDURES FOR SUBMITTALS

A. **Coordination of Submittal Times:** Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit submittals sufficiently in advance of the Work.

B. The CONTRACTOR shall allow sufficient time for preliminary review, correction and resubmission, and final review of all working (shop) drawings. The CONTRACTOR should allow not more than fourteen (14) days for each preliminary review.

C. Each submittal, appropriately coded, will be returned no later than 30 calendar days following receipt of submittal by the Engineer. Drawings of items critical to job progress, when requested in writing by the CONTRACTOR, may be given priority review.

**SECTION 01300
SUBMITTALS**

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

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**SECTION 01600
DELIVERY, STORAGE, AND HANDLING**

PART 1: GENERAL

1.01 SCOPE OF WORK

A. The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 dripfields. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes the subsurface drip irrigation system as specified in these specifications and shown on the construction plans and a 250,250 bolted ground storage tank. The new drip irrigation system shall be connected to the existing system. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls in accordance with the contract documents, and all local, state, and federal requirements.

B. This Section specifies the general requirements for the delivery handling, storage and protection for all items required in the construction of the work.

1.02 TRANSPORTATION AND DELIVERY

A. Transport and handle items in accordance with manufacturer's instructions.

B. Schedule delivery to reduce long-term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.

C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.

D. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.

E. All items delivered to the site shall be unloaded and placed in a manner which will not hamper the normal construction operation or those of subcontractors and other contractors and will not interfere with the flow of necessary traffic.

F. Provide necessary equipment and personnel to unload all items delivered to the site.

G. Promptly inspect shipment to assure that products comply with requirements, quantities are correct, and items are undamaged. For items furnished by others (i.e. OWNER, other Contractors), perform inspection in the presence of the Engineer. Notify Engineer verbally, and in writing, of any problems.

SECTION 01600
DELIVERY, STORAGE, AND HANDLING

1.03 STORAGE AND PROTECTION

A. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instructions shall be studied and understood by the CONTRACTOR and reviewed with the manufacturer and Engineer. Manufacturer's instructions shall be carefully followed and a written record of this kept by the CONTRACTOR. Arrange storage to permit access for inspection.

B. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

C. All structural and miscellaneous steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting.

D. All mechanical and electrical equipment and instruments subject to corrosive damage by the atmosphere if stored outdoors (even though covered by canvas) shall be stored in a weather-tight building to prevent injury. Due to available space at the existing site, CONTRACTOR may have to provide a temporary structure (with approval from the City of Austin) on the site or storage offsite, but it must be satisfactory to the Engineer and/or OWNER. Any storage building used shall be placed within the Limits of Construction shown on the plans, and provided with adequate ventilation to prevent condensation. Maintain temperature and humidity within range required by manufacturer.

1. All equipment shall be stored fully lubricated with oil, grease and other lubricants unless otherwise instructed by the manufacturer.
2. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the CONTRACTOR shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
3. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.
4. Prior to acceptance of the equipment, the CONTRACTOR shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guaranty the equipment equally in both instances. If such a certification is not given, the equipment shall be

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SECTION 01600
DELIVERY, STORAGE, AND HANDLING

judged to be defective. It shall be removed and replaced at the CONTRACTOR's expense.

E. If a temporary onsite building is not or cannot be used for storage, CONTRACTOR shall store materials and equipment offsite and shall allow Engineer and OWNER access for inspections.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

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**SECTION 01730
OPERATING AND MAINTENANCE DATA**

PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of all equipment furnished as specified in this Document. The CONTRACTOR shall prepare operating and maintenance data as specified herein and as referenced in other pertinent sections of specifications.
- B. The CONTRACTOR shall instruct OWNER's personnel in maintenance of products and in operation of equipment and Systems as described in these specifications.

1.02 RELATED REQUIREMENTS

- A. Section 01300: Submittals.

1.03 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel:
 - 1. Trained and experienced in maintenance and operation of described products.
 - 2. Familiar with requirements of this Section.
 - 3. Skilled as technical writer to the extent required to communicate essential data.
 - 4. Skilled as draftsman/technician competent to prepare required drawings.

1.04 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by OWNER's personnel.
- B. Format
 - 1. Size: 8½ inches x 11 inches and placed in 3 ring binders.
 - 2. Paper:
 - a. 20 pound minimum, white, for typed pages.
 - b. Holes for placement in 3 ring binders.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages but not larger than 14" x 17"
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.

**SECTION 01730
OPERATING AND MAINTENANCE DATA**

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
7. Side of binder shall identify contents of manual.

B. Binders:

1. Commercial quality three-ring binders with durable and cleanable plastic sleeve covers. Sleeve covers shall be on front and side of binders.
2. When multiple binders are used, correlate the data into related consistent groupings and volume numbers (Volume _ of _).

1.05 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.
2. A list of each product required to be included, indexed to content of the volume.
3. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each.
 - d. Local source of supply for parts and replacement
4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data

1. Include only those sheets which are pertinent to the specific product.
2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.

C. Drawings

1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
3. Do not use Project Record Drawings as maintenance drawings.

**SECTION 01730
OPERATING AND MAINTENANCE DATA**

- D. Written text, as required to supplement product data for the particular installation:
 - 1. Organize in consistent format under separate headings for different procedures.
 - 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for Owner's personnel giving:
 - a. Proper procedures in event of failure.
 - b. Instances which might affect validity of warranties or bonds.

1.06 MANUAL FOR MATERIALS AND FINISHES

- A. Submit five copies of complete manual in final form.
- B. Content - For products, applied materials and finishes:
 - 1. Manufacturer's data, giving full information on products.
 - a. Catalog number, size, composition.
 - b. Information required for reordering special-manufactured products.
 - 2. Instructions for care and maintenance.
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommended schedule for cleaning and maintenance.
- C. Content, for moisture-protection and weather-exposure products:
 - 1. Manufacturer's data, giving full information on products.
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Details of installation.
 - 2. Instructions for inspection, maintenance and repair.
- D. Additional requirements for maintenance data: Respective sections of Specifications.

1.07 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three copies of complete manual in final form.
- B. Content, for each unit of equipment and system, as appropriate:
 - 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.

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**SECTION 01730
OPERATING AND MAINTENANCE DATA**

2. Operating procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 3. Maintenance procedures: A summary table shall be provided listing all equipment and maintenance requirements and frequency.
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 4. Servicing and lubrication schedule: A summary table shall be provided listing all equipment and lubrication requirements and frequency.
 - a. List of lubricants with recommended manufacturer and model/product numbers provided
 5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 8. As-installed control diagrams by controls manufacturer.
 9. Each contractor's coordination drawings.
 - a. As-installed color coded piping diagrams.
 10. Charts of valve tag numbers, with location and function of each valve.
 11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent sections of specifications.
- C. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories of panelboards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-installed color coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".

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**SECTION 01730
OPERATING AND MAINTENANCE DATA**

- c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 - 6. Manufacturer's printed operating and maintenance instructions.
 - 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 - 8. Other data as required under pertinent sections of specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of OWNER's personnel.
- E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.08 SUBMITTAL SCHEDULE

- A. Submit two copies of preliminary draft of proposed formats and outlines of contents of Operation and Maintenance Manuals within 30 days after Notice to Proceed is given to the General Contractor responsible for performing all construction improvements.
- 1. The Engineer will review the preliminary draft and return one copy with comments.
- B. Submit three copies of completed data in final form no later than 30 days following the Engineer's review of the last shop drawing and/or other final submittal specified under Section 01300.
- 1. One copy will be returned with comments to be incorporated into final copies.
- C. Submit three (3) copies of approved manual in final form directly to the offices of the Engineer (Burgess & Niple, Inc.) within 30 calendar days of product shipment to the Project site and preferably within 30 days after the reviewed copy is received.
- D. Submit four (4) copies of addendum to the operation and maintenance manuals as applicable and certificates within 30 days after final inspection and plant start-up test.

1.09 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, CONTRACTOR (and GSTM Representative) shall fully instruct OWNER's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.

SECTION 01730
OPERATING AND MAINTENANCE DATA

1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

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**SECTION 01730
OPERATING AND MAINTENANCE DATA**

EQUIPMENT MANUFACTURER'S CERTIFICATE OF INSTALLATION TESTING
AND INSTRUCTION

Owner: _____

Project: _____

Contract No.: _____

Burgess & Niple Job No.: _____

EQUIPMENT SPECIFICATION SECTION _____

EQUIPMENT
DESCRIPTION _____

I, _____, Authorized representative of
(Print Name)

(Print Manufacturer's Name)

hereby CERTIFY that _____
(Print equipment name and model with serial No.)

installed for the subject Project [has] [have] been installed in a satisfactory manner, [has]
[have] been satisfactorily tested, [is] [are] ready for operation, and that Owner assigned
operating personnel have been suitably instructed in the operation, lubrication, and care
of the unit[s] on Date: _____ Time: _____.

CERTIFIED BY: _____ DATE: _____
(Signature of Manufacturer's Representative)

OWNER'S ACKNOWLEDGMENT OF MANUFACTURER'S INSTRUCTION

[I] [We] the undersigned, authorized representatives of the _____
and/or Plant Operating Personnel have received classroom and hands on instruction on
the operation, lubrication, and maintenance of the subject equipment and [am] [are]
prepared to assume normal operational responsibility for the equipment:

DATE: _____

DATE: _____

DATE: _____

SECTION 13415
INSTALLATION OF BOLTED GROUND STORAGE TANK SPECIFICATION

1.0 Scope of Work

The work to be performed under this Section includes the design, fabrication, material delivery, coating, erection, inspection, and testing of one factory powder coated bolted steel 250,000-gallon bolted storage tank and accessories and appurtenances as specified in this Section for storage of treated effluent water. Work in this Section shall also include piping and tank accessories to be included with the installation of storage tank.

2.0 Water Storage Tank Standards and Specifications

The materials, design, fabrication, coating, erection, inspection, testing, and disinfection of the storage tank and appurtenances shall conform to current American Water Works Association (AWWA) standards (including all standards incorporated by reference in those standards), and 30 Texas Administrative Code (TAC), Chapter 290.43, "Water Storage" requirements.

3.0 Tank Design, Materials and Construction

Materials, design, shop fabrication, welding, erection, inspection, and testing of the tank and appurtenances shall be in compliance with the latest revision of the AWWA Standard for Factory-Coated Bolted Steel Tanks for Water Storage, AWWA D-103 and as described herein.

The tank shall be a vertical, cylindrical, flat bottom type. The roof design shall be a low pitch, column supported cone type with a minimum slope of 1 inch in 12 inches. The roof of the tank shall be designed and erected so that no water ponds at any point on the roof.

The tank shall have a nominal capacity of approximately 250,000 gallons. The tank shall have a diameter of approximately 55' and a total height of 16'. The CONTRACTOR or tank manufacturer may submit its standard storage tank design and dimensions for review and approval by ENGINEER, if its standard dimensions and capacity are not significantly different from those specified.

The tank shall be designed to safely withstand the following loads and forces acting separately or together as required by the applicable sections of AWWA D-103:

- (a) weight of the tank
- (b) weight of the water
- (c) roof snow load of 15 lb/sq ft
- (d) wind loads incurred by wind blowing at a rate of 146 MPH in any direction
- (e) earthquake zone 0

Steel plates and sheets shall be open-hearth, electric-furnace, or basic oxygen-process steel conforming to AWWA D103, Section 2.4 requirements. Rolled structural shapes shall conform to AWWA D103, Section 2.5 requirements. Bolts and nuts used in tank panel

joints shall meet the minimum requirements of AWWA D103, Section 2.2, as required by the tank design.

Gaskets and/or sealants shall conform to AWWA D103, Section 2.10. All bolted connections shall incorporate a prefabricated gasket. A single piece, double-punched nitrile or EPDM gasket shall be used at vertical seams which require two vertical rows of punching. Field caulking will be allowed when joining a discontinuous gasket section and at certain joint connections. Nitrile or EPDM-backed steel washers shall be provided at all bolts in contact with the stored liquid for placement between the nuts and the steel sheets. Other joints have steel flat washers under the nuts to protect the external coatings. Polycapped encapsulated bolts and nuts shall be used in wetted areas and tank bottom.

When multiple bolt lines are used, the spacing of bolt lines in a direction parallel to the line of stress shall not be less than the bolts' spacing in a line perpendicular to the line of stress. Vertical bolt lines shall not be staggered so as to cause a decrease in the number of bolts in adjacent lines.

Materials delivered to the site shall be marked or tagged with part number and order number for field assembly requirements. All plates, supports, members, and miscellaneous parts shall be packaged for shipment and placed in racks or on pallets to facilitate transportation to the jobsite in such a manner to prevent abrasion or scratching of the finished coating.

Field erection of the bolted steel tank shall be in strict accordance with the tank manufacturer's recommendations. Particular care shall be exercised in handling and bolting of the tank plates, supports, and members to avoid abrasion or scratching of the coating. Touch-up coating shall be done in accordance with tank manufacturer's recommendations where, and as directed by OWNER.

4.0 Tank Accessories

The tank shall be provided with the minimum number, size and type of roof vent, manways, drain, sample connections, access ladder, overflow, tank nozzles, and other appurtenances as specified in AWWA D103, 30 TAC, Chapter 290.43, and as shown on the drawings. The proposed location of the appurtenances shown on the drawings may be changed during erection with approval of OWNER.

Ladders: The tank shall include an exterior galvanized steel welded tank ladder to the top of the tank to provide access to the roof hatch and vent. The exterior ladder shall be equipped with safety cages and a lockable ladder gate, or suitable safety devices meeting OSHA standards complete with belts and sleeves. The tank shall also include an interior ladder with suitable safety devices meeting OSHA standards. The interior ladder shall be coated the same as the inside of the tank.

Tank vent: A ventilator/mushroom type roof vent shall be provided with the tank and located at the roof apex. The vent shall be of adequate size to handle pressure differential caused by water entering or leaving the tank at a maximum rate. The estimated maximum inlet rate for the tank is 1,000 gpm and the estimated maximum withdrawal rate is 1,000

gpm. The open area of the overflow shall not be considered as venting area. The tank vent shall be equipped with approved screens fabricated of corrosion-resistant material (stainless steel) and shall be 16-mesh or finer to prevent entry of animals, birds, insects and heavy air contaminants. Screens shall be securely clamped in place with stainless or galvanized bands or wires and shall be designed to withstand winds of not less than tank design criteria and assure fail safe operations in the event the screen frosts over or is otherwise clogged. The vent shall be easily dismantled to remove the screens for cleaning.

Roof Hatches: One 30-inch minimum square rain proof roof hatch with hinges and hasp for locking, chain, hook, and handle at the top the tank shall be provided. The access opening shall have a raised curbing at least four inches in height with a lockable cover that overlaps the curbing at least two inches in a downward direction. Where necessary, a gasket shall be used to make a positive seal when the hatch is closed.

Overflow: An overflow pipe equipped with a weir box shall be provided. The overflow pipe shall extend down one side of each tank and discharge at a point approximately two feet above grade level onto a splash block. The overflow shall be designed in strict accordance with current AWWA standards and shall terminate with a gravity hinged and weighted cover. The cover shall fit tightly with no gap over 1/16 inch. The overflow shall be sized to handle the maximum possible fill rate of 1,000 gpm without exceeding the capacity of the overflow.

The storage tank shall have a liquid level indicator consisting of Type 316 stainless steel internals and complete with float and target board assembly, and a pressure gauge located at the base of the tank. The pressure gauge must not be less than six inches in diameter and calibrated in feet of water at not more than two foot intervals. The tank shall also be provided with a minimum 3-inch diameter flange opening on the roof for probes/pump controls. The opening shall be located near the roof hatch and ladder for easy access.

6.0 Shop Drawings

CONTRACTOR shall submit to the OWNER four (4) sets of detailed drawings of the clearwell tank, anchors, accessories, appurtenances, and coating system information for review and approval, and prior to beginning any related shop fabrication or erection. Include sufficient data to show that the tank and accessories conform to the requirements to these Specifications.

Submittals shall include:

1. Design calculations, signed by a civil or structural engineer registered in the State of Texas.
2. Fabrication and erection drawings and details for the tank and all accessories.
3. Certified mill tests on steel plate and structural members demonstrating that the physical and chemical requirements of this Specification have been met.

Construction shall be governed by the drawings and specifications showing general dimensions and construction details. After approval by the ENGINEER of detailed

construction drawings and specifications submitted by the CONTRACTOR, there shall be no deviation from these drawings and specifications except upon written order or approval from the ENGINEER. Approval of shop drawings by the ENGINEER shall not relieve the CONTRACTOR from responsibility for deviations from original drawings or specifications or from carrying out the work in full accordance with the contract objectives even though such shop drawings have been approved.

7.0 Construction

Field erection of bolted steel tanks, shall be in strict compliance with manufacturer's recommendations and performed by manufacturer's employees to alleviate any potential disputes in coating quality or erection thereof. Particular care shall be exercised in handling and bolting of the tank plates, supports, and members to avoid abrasion or scratching the coating. Touch-up coating shall be done per the manufacturer's recommendations where needed and as directed.

Prior to placing water in the tank, a "holiday" inspection of the entire tank, corners included, will be provided and performed by the CONTRACTOR in the presence of the OWNER.

8.0 Inspection

Inspection of the tank will be performed by the OWNER during construction. Irregularities in shape due to poor fabrication, poor assembly, or any other reason which causes dimples, offsets, bulges, or other unsightly appearance, will be corrected by the CONTRACTOR at his expense. The OWNER reserves the right to require this correction at any time during construction or at final inspection.

9.0 Coating

The materials and application of protective coatings for the storage tank and appurtenances shall conform to current AWWA D103, Section 10.5 or Section 10.6. All metal plates, supports, members, miscellaneous parts, and certain accessories and appurtenances shall be factory coated. Field coating, except for field repair and touch-up of damaged coatings, will not be permitted. The expected color will be evergreen. However, the final color will be selected by the OWNER.

10.0 Foundation

The tank shall be constructed on the existing foundation. CONTRACTOR shall inspect the existing foundation after the existing tank is removed to verify that the existing foundation is adequate for the proposed tank. CONTRACTOR shall provide ½" asphalt board between foundation and storage tank bottom.

11. Testing

After the tank is completed, the CONTRACTOR shall carefully remove all dirt and debris, wash down all interior surfaces including roof and floor, and exhaust wash water from the tank. After the cleaning operation, the CONTRACTOR shall perform a vacuum test of all

floor joints and an external spray test on all roof joints, and then fill the tank with water to the elevation of overflow for leak testing. Completed storage tank shall show no leaks at end of 24 hour test period. There shall be no liquid loss from the tank. Any leaks which are disclosed by the test shall be repaired. Any coating damaged by the repairs shall be properly restored. No charge will be made for water required to fill the tank.

12.0 Disinfection

The CONTRACTOR shall disinfect the tank in accordance with AWWA C652, Method 2 or Method 3. Samples of water from tank shall be withdrawn, and submitted by the OWNER, to the Texas Department of Health for bacteriological analysis. All sampling and testing procedures shall be in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." Disinfection procedures shall be repeated until test results show that coliform bacteria are not present. The tank shall not be put in service until safe test results are obtained.

If re-entry of the tank after disinfection is necessary by CONTRACTOR for any reason, the tank shall be re-cleaned and disinfected to protect it from contamination.

13.0 Guarantee

The tank CONTRACTOR shall guarantee its work for a period of two (2) years after final acceptance and payment, and make any necessary repairs or alterations during that period from the date of completion of its work to the extent that it will repair any damages or replace any accessories for which it is notified during that period which may appear due to faulty design, workmanship, or materials furnished under this Contract, at no charge to the OWNER. An inspection will be made of the facility before the two (2) year period has expired. Tank Coatings shall be included and covered by this guarantee.

NOTICE OF AWARD

Dated:

TO:

ADDRESS:

Contract: **Arrowhead Subdivision Phase 3 Dripfields**

Project: **City of Dripping Springs**

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the construction of **Arrowhead Subdivision Phase 3 Dripfields for City of Dripping Springs.**

The Total Price of this Contract is _____.

Four (4) copies of each of the proposed Contract Documents and three (3) sets of Drawings accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____.

1. Deliver to the OWNER four (4) fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature on the **Standard Form of Agreement Between Owner and Contractor on The Basis of a Stipulated Price.**
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (paragraph 5) and General Conditions (paragraph 6.01).

NOTICE OF AWARD

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

**OWNER:
City of Dripping Springs**

By: _____
Bill Foulds
Mayor

Attest: _____

ACCEPTANCE OF NOTICE BY BIDDER

Receipt of this Notice of Award is hereby acknowledged by _____ ,
this _____ day of _____ , 2024.

By: _____
Signature

Typed or Printed Name

Title

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

NOTICE TO PROCEED

Dated:

TO:

ADDRESS:

Contract: **City of Dripping Springs
Arrowhead Subdivision Phase 3 Dripfields**

Project: **City of Dripping Springs
Arrowhead Subdivision Phase 3 Dripfields**

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is _____ and the date of readiness for final payment is _____.

Before you may start any Work at the site, you must

Ensure silt fence and all environmental controls are in place prior to any construction.

OWNER: **City of Dripping Springs**

By: _____
Bill Foulds
Mayor

Attest: _____

NOTICE TO PROCEED

ACCEPTANCE OF NOTICE BY BIDDER

Receipt of this Notice to Proceed is hereby acknowledged by _____,

this _____ day of _____, 2024.

By:

Signature

Typed or Printed Name

Title

Copy to Engineer¹

¹Use Certified Mail, Return Receipt Requested

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: **Arrowhead Subdivision Phase 3 Dripfields**

OWNER's Contract No. _____

ENGINEER's Project No. 1431-0027

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1996 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated general Contractors of America and the Construction Specifications Institute.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.)

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____
Date

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____
Date

OWNER

By: _____
(Authorized Signature)

WORK CHANGE DIRECTIVE

No. _____

DATE OF ISSUANCE _____

EFFECTIVE DATE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: _____

OWNER's Contract No. _____

ENGINEER's Project No. 1431-0027

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work _____

Estimated increase (decrease) in Contract Price:
\$ _____.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days.

RECOMMENDED:

AUTHORIZED:

ENGINEER

OWNER

By: _____

By: _____

WORK CHANGE DIRECTIVE

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Times a Field Order should be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and Contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer's recommendation.

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

CHANGE ORDER

No. _____

DATE OF ISSUANCE _____

EFFECTIVE DATE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: _____

OWNER's Contract No. _____ ENGINEER's Contract No. _____

ENGINEER _____

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$ _____
Net Increase (Decrease) from previous Change Order: No. _____ to _____:
\$ _____
Contract Price prior to this Change Order:
\$ _____
Net increase (decrease) of this Change Order:
\$ _____
Contract Price with all approved Change Orders:
\$ _____

CHANGE IN CONTRACT TIMES:
Original Contract Times
Substantial Completion: _____
Ready for final payment: _____
(days or dates)
Net change from previous Change Orders No. _____ to No. _____:
Substantial Completion: _____
Ready for final payment: _____
(days)
Contract Times prior to this Change Order:
Substantial Completion: _____
Ready for final payment: _____
(days or dates)
Net increase (decrease) this Change Order:
Substantial Completion: _____
Ready for final payment: _____
(days)
Contract Times with all approved Change Orders:
Substantial Completion: _____
Ready for final payment: _____
(days or dates)

RECOMMENDED:

By: _____
ENGINEER (Authorized Signature)

Date: _____

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

EJCDC No. 1910-8-D (1996 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated general Contractors of America and the Construction Specifications Institute.

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For Supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

AFFIDAVIT OF BILLS PAID AND WAIVER OF LIEN

STATE OF TEXAS

COUNTY OF _____

Whereas, the undersigned _____ (“Contractor”) has been employed by _____ for the Project known as:

**City of Dripping Springs
Arrowhead Subdivision Phase 3 Dripfields**

In consideration of final payment on the above referenced contract, contract amount of \$_____ as of _____, 20____, Contractor hereby represents and warrants that it (i) has made or provided for proper payment of all subcontractors, labor and materials; and (ii) that as of the date hereof, Contractor has received no notice of any claim for mechanic’s or other lien arising as a result of the work.

Contractor

By: _____
Signature

SUBSCRIBED AND SWORN BEFORE ME THIS _____ day of _____, 20__ to certify which witness by my hand and seal of office.

Signature of Notary

CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: _____

OWNER's Contract No. _____

ENGINEER's Project No. 1431-0027

This Certificate of Final Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____

OWNER

And To _____

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on

DATE OF FINAL COMPLETION

By our acceptance of the Work, this date also establishes the start of the warranty period.

EJCDC No. 1910-8-D (1996 Edition)

This is a modified Substantial Completion Form prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated general Contractors of America and the Construction Specifications Institute.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____
Date

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on _____
Date

CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Final Completion on _____
Date

OWNER

By: _____
(Authorized Signature)



REPORT OF LABORATORY TESTS

Project: City of Dripping Springs Miscellaneous Testing

Date: 6/24/2024

Location: 1042 Event Center Drive Dripping Springs Texas

Project No.: 23107100.104

Lab No.: P24-1281

Report No.: 27128

Tech.: NG

Client: City of Dripping Springs

Description of Material: Brown CH Clay with Hard Aggregate

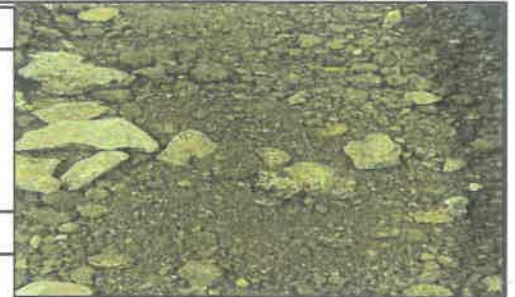
Sampled By: NG

Source: Stockpile 1 at 2-3' Deep

Rammer: 10.0 Ib Mechanical Rainhart

Air Dry (Y/N): No

Proposed use: Subgrade



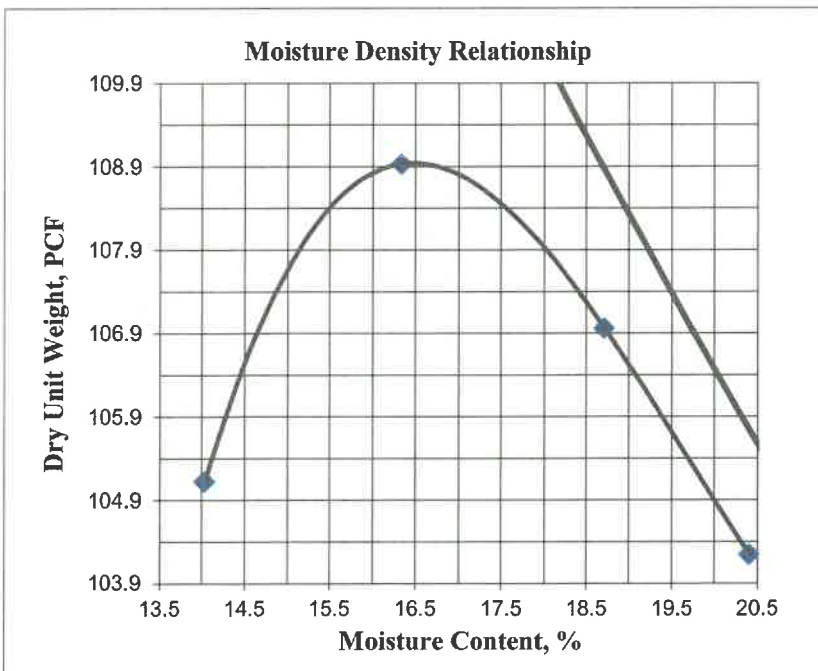
Atterberg Test Procedure: TEX-104 & 106 E

Liquid Limit:	51	
Plastic Limit:	18	
Plasticity Index:	33	

Sieve Test Procedure: TEX-110-E

Specification Reference: TxDOT Item 247.2

Sieve:	% Retained
2-1/2"	0.0
1-3/4"	0.0
1-1/4"	3.7
7/8"	5.4
3/8"	12.2
#4	16.4
#40	30.6



MDR Test method: TEX-113-E

Maximum Dry Density: 108.9 PCF

Optimum Moisture: 16.5 %

ZAV $G_s = 2.59$

Reviewed By: AS
MLA Labs, Inc.

6/25/24



REPORT OF LABORATORY TESTS

Project: City of Dripping Springs Miscellaneous Testing

Date: 6/17/2024

Location: 1042 Event Center Drive Dripping Springs Texas

Project No.: 23107100.104

Lab No.: P24-1282

Report No.: 129 + 130

Client: City of Dripping Springs

Tech.: NG

Description of Material: Brown Mix with Light Brown Clay and Hard Aggregate

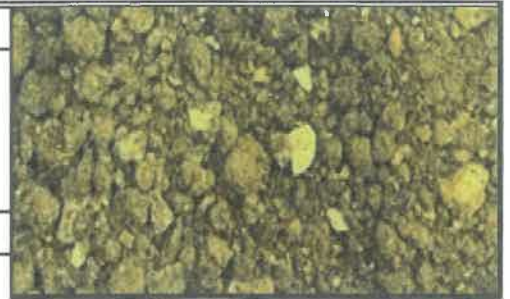
Sampled By: NG

Source: Stockpile 1 at 4-5' Deep

Rammer: 10.0 lb Mechanical Rainhart

Air Dry (Y/N): No

Proposed use: Subgrade



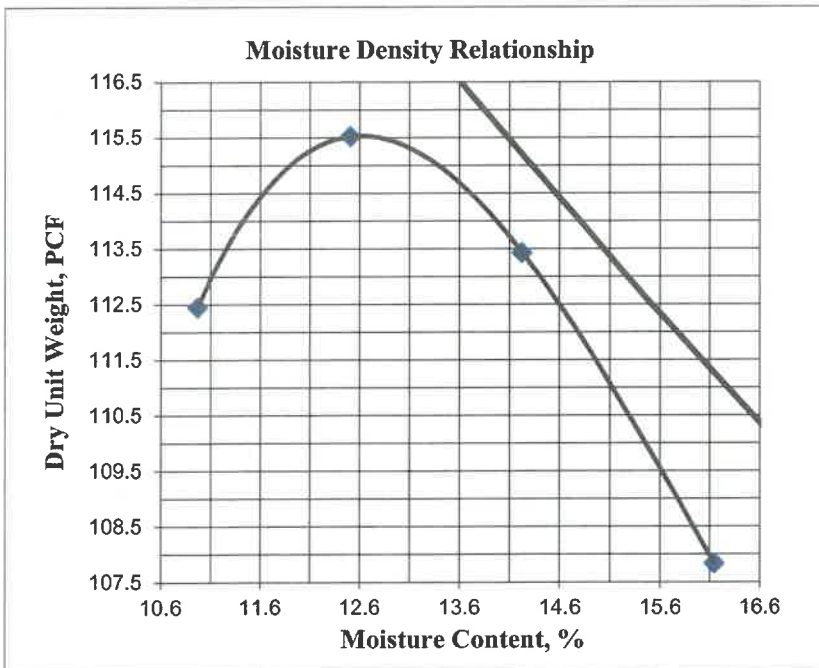
Atterberg Test Procedure: TEX-104 & 106 E

Liquid Limit:	43	
Plastic Limit:	16	
Plasticity Index:	27	

Sieve Test Procedure: TEX-110-E

Specification Reference: TxDOT Item 247.2

Sieve:	% Retained
2-1/2"	0.0
1-3/4"	0.0
1-1/4"	2.9
7/8"	6.6
3/8"	12.8
#4	19.3
#40	37.3



MDR Test method: TEX-113-E

Maximum Dry Density: 115.5 PCF

Optimum Moisture: 12.6 %

ZAV $G_s = 2.50$

Reviewed By: [Signature]
MLA Labs, Inc.

6/17/24



REPORT OF LABORATORY TESTS

Project: City of Dripping Springs Miscellaneous Testing

Date: 6/17/2024

Location: 1042 Event Center Drive Dripping Springs Texas

Project No.: 23107100.104

Lab No.: P24-1283

Report No.: 131 + 132

Client: City of Dripping Springs

Tech.: NG

Description of Material: Dark Brown CH Clay with Hard Aggregate

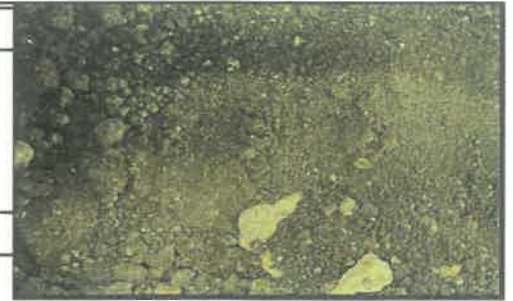
Sampled By: NG

Source: Stockpile 2

Rammer: 10.0 lb Mechanical Rainhart

Air Dry (Y/N): No

Proposed use: Subgrade



Atterberg Test Procedure: TEX-104 & 106 E

Liquid Limit:

53

Plastic Limit:

18

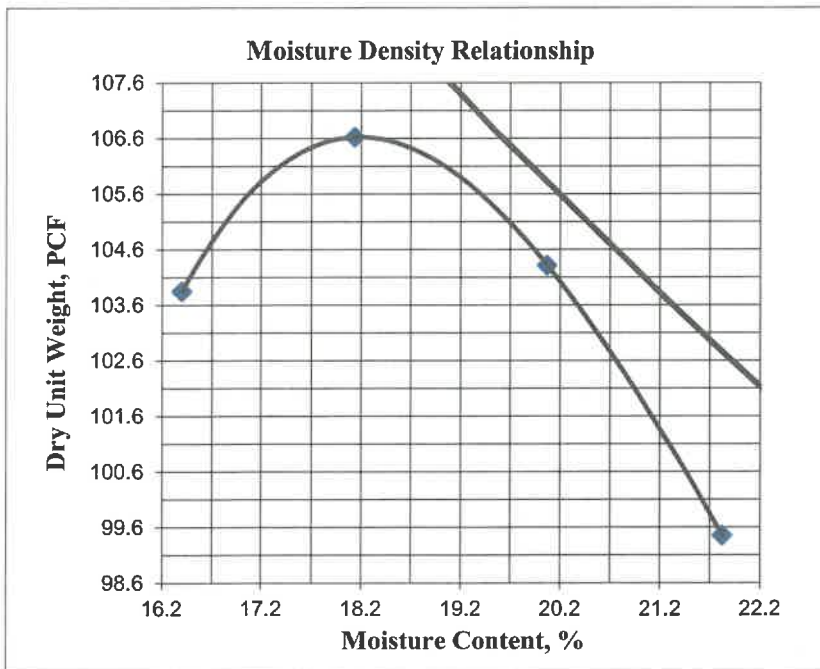
Plasticity Index:

35

Sieve Test Procedure: TEX-110-E

Specification Reference: TxDOT Item 247.2

Sieve:	% Retained
2-1/2"	0.7
1-3/4"	1.1
1-1/4"	1.6
7/8"	5.2
3/8"	9.0
#4	13.2
#40	28.2



MDR Test method:

TEX-113-E

Maximum Dry Density

106.6 PCF

Optimum Moisture

18.2 %

ZAV G_s = 2.57

Reviewed By:
MLA Labs, Inc.

6/17/24