CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT

PROJECT MANUAL
Contract Documents and Technical Specifications

VOLUME 1 OF 3

Dalton Lane Site Utilities and Service Center Improvements

C.I.P. PROJECT NUMBER: 6016.018
SOLICITATION NUMBER: IFB 6100 CLMC 798

CITY OF AUSTIN
Public Works Department
6800 Burleson Road, Building 312, Suite 200
Austin, Texas 78744

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END

1. OVERVIEW AND PROJECT INFORMATION

Following is a summary of information for this Project. Bidder is cautioned to refer to other sections of the Project Manual, Drawings and Addenda (Bid Documents) for further details.

The City of Austin, hereafter called OWNER, is requesting Bids for furnishing all labor, materials, equipment, supervision, and incidentals, and for performing all Work required for the following:

Project:	Dalton Lane Site Utilities and Service Center Improvements
Located at:	901 DALTON LANE; TX 7874
CIP ID No.:	6016.018
Solicitation No.:	IFB 6100 CLMC798

The Work consists of The Work consists of, briefly and without force and effect upon the documents, Onsite Utility and ROW work, two metal open covered structures, and a filling stand in Austin, Texas. The fixed water truck filling stand will be a J-Stand Type and there also includes an area for future portable buildings with electrical panel hookup onsite and gravel parking area.

2. BID DOCUMENTS

Bid Documents are obtained through the City's Vendor Connection website, log on www.austintexas.gov/financeonline/vendor_connection/index.cfm. A complete set of Bid Documents, including all sections of the Project Manual and Drawings, are included in the attachments section of each solicitation.

All addenda and answers to Bidders' questions will also be posted in the attachments section for each solicitation on the City's Vendor Connection website.

3. SUBMISSION OF BIDS

Sealed Bids may be submitted to the Capital Contracting Office Bid Opening Desk located at One Texas Center, 505 Barton Springs Rd., Suite 1045-B, Austin, Texas 78704, or may be submitted electronically (see eResponse, Attachment 1 -Submitting Bids in Austin Finance Online).

Sealed Bid may be mailed using address below:

Address for US Mail (If mailed to the physical address, the proposal will be returned unopened)	
City of Austin	
Capital Contracting Office	
P. O. Box 1088	
Austin, Texas 78767-8845	

NOTE: Bids must either be received and time stamped in the Capital Contracting Office prior to the Due Date and Time or submitted electronically via Austin Finance Online. The time of record for those electronically submitted is the time received in Austin Finance OnLine. It is the responsibility of the Offeror to ensure that their Bid arrives at the reception desk in the Capital Contracting Office or electronically prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Proposal arriving on time.

Public Bid Opening Update
Due to the unprecedented event of COVID-19 and to help prevent the further spread, Capital Contracting Office will NOT be conducting an in person bid opening. Bidders must either submit their bids and compliance plans no earlier than 10:00 AM and prior to 2:00 PM on the date bids are due to One Texas Center, 505 Barton Springs Rd., Suite 1045-B, Austin, Texas 78704; or must submit Bids and Compliance Plans electronically via Austin Finance Online prior to 2:00 PM on the day proposals are due. Bids and compliance plans submitted after 2:00 PM on the date bids are due will not be accepted. The Capital Contracting Office will open both the sealed bids and bids received electronically via Austin Finance Online at 3:00 PM on the date bids are due.

Bidders may watch the bid opening online using the following Web link: CCO Web Bid Opening Click Here

Disclaimer: The result of the bid opening does not become final until all bids are verified, and the bid tab is certified. The pencil bid tab and certified bid tab will be posted in Austin Finance Online at the following link:

https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm

ALL BIDS AND COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) 2:00 PM on 09/10/2020.
BIDS WILL BE OPENED AT (Austin time) 3:00 PM on 09/10/2020.

ALL BIDS AND COMPLIANCE PLANS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION. The time stamp clock in SUITE 1045B is the time of record and is verified with www.time.gov, the official U.S. time. For Bids submitted electronically via Austin Finance Online, the time of record is the time received in Austin Finance Online.

4. VENDOR REGISTRATION AND NON-DISCRIMINATION

Prime Contractors must be registered with the OWNER prior to submitting a proposal electronically via Austin Finance Online. All CONTRACTORS must be registered to do business with OWNER prior to the Contract Award. All Subcontractors must be registered with the OWNER prior to execution of a contract. Prime Contractors are responsible for ensuring that their Subcontractors are registered as vendors with the City of Austin. Registration can be done through the OWNER's on-line Vendor Registration system. Log onto and follow directions: https://www.austintexas.gov/financeonline/account_services/account/login.cfm

The City of Austin, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

5. MBE/WBE PROCUREMENT PROGRAM

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapter 2-9-A of the City Code, as amended. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) or Disadvantaged Business Enterprises (DBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE or DBE participation are stated for each solicitation. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Procurement Program Package or DBE Procurement Program Package attached to the solicitation. When goals are established, Bidders are required to complete and return the MBE/WBE or DBE Compliance Plan with their Bid. If a Compliance Plan is not submitted prior to the date and time set forth in the solicitation, the Bid will not be accepted for consideration. (See Section 00820 for MBE/WBE requirements on "no goal" solicitations.)

6. BID GUARANTY

All Bids shall be accompanied by an acceptable Bid guaranty in an amount of not less than five percent (5%) of the total Bid, as specified in Section 00100, Instructions to Bidders.

7. BONDS AND INSURANCE

Performance and payment bonds when required shall be executed on forms furnished by OWNER. Each bond shall be issued in an amount of one hundred percent (100%) of the Contract Amount by a solvent corporate surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Minimum insurance requirements are specified in Section 00810, Supplemental General Conditions.

8. WAGE COMPLIANCE

Minimum wage rates have been established and are specified in Section 00830, Wage Rates and Payroll Reporting.

9. CONTRACT TIME

Contract Time is of the essence and all Work shall be substantially completed within One Hundred and Eighty-Two (182) Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300.

Final completion shall be achieved within Ninety (90) Calendar Days after substantial completion.

Liquidated damages are Fourteen Hundred and Eighty Dollars ($1480) per Calendar Day for failure to substantially complete the work and Eight Hundred Dollars ($800) per Calendar Day for failure to achieve final completion within Ninety (90) Calendar Days after substantial completion, in accordance with the Bid Form, Section 00300.

10. OWNER'S RIGHTS

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bid).

11. PRE-BID CONFERENCE

A **non-mandatory** Pre-Bid Conference will be held on August 18, 2020 at 1:00 PM (Austin time), via webinar and teleconference. Bidders may participate in the virtual pre-bid conference by clicking this link: Click Here, please send an email to ivan.quinones@austintexas.gov with the subject line CLMC798, indicate in the body of the email your name, the firm you are representing, your contact information and whether you are a prime firm or subcontractor. Please send this by **5:00 pm** on the day of the virtual pre-bid meeting.

12. ANTI-LOBBYING AND PROCUREMENT

On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:

https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf

13. AUTHORIZED CONTACT PERSONS

The persons listed below may be contacted for information regarding the Invitation for Bid.

PROJECT MANAGER: Audra Biediger

Phone 512-974-2473

Email audra.biediger@austintexas.gov

CAPITAL CONTRACTING OFFICE CONTACT: Ivan Quinones

Phone: 512-974-7207

Email: ivan.quinones@austintexas.gov

SMALL & MINORITY BUSINESS RESOURCES DEPARTMENT CONTACT: Rachelle Delouis

Phone: 512-974-1295

Email: rachelle.delouis@austintexas.gov

END

INSTRUCTIONS TO BIDDERS
Section 00100

1. PREPARATION OF BID

1.1 Bid Documents. Each Bidder must prepare its Bid on forms furnished by OWNER or as otherwise specified or permitted. Blank spaces for each item in Bid form must be filled. Bidder must submit a price for each item in Bid. In case of conflict between unit prices and extensions, unit prices shall govern. The Bid must be executed in the complete and correct legal name of individual, partnership, firm, corporation or other legal entity constituting the Bidder.

1.2 Vendor Registration. Prime Contractors must be registered with the OWNER prior to submitting a proposal electronically via Austin Finance Online. All CONTRACTORS must be registered to do business with OWNER prior to Contract Award. All Subcontractors must be registered with the OWNER prior to execution of a contract. Prime Contractors are responsible for ensuring that their Subcontractors are registered as vendors with the City of Austin. Registration can be done through the OWNER's on-line Vendor Registration system. Log onto https://www.austintexas.gov/financeonline/account_services/account/login.cfm and follow the directions.

1.3 Pre-Bid Conference. Unless otherwise notified, Bidders must attend the Pre-Bid Conference to ensure their understanding of OWNER's bidding and contracting requirements, particularly MBE/WBE Procurement Program requirements.

1.4 Sales Tax Exemption. The Owner is a tax-exempt organization as defined by Chapter 11 of the Property Tax Code of Texas. Bid prices shall not include sales tax on materials, supplies, or equipment that are incorporated into the real property interest of the OWNER or are otherwise completely used and consumed in the performance of the Contract. OWNER will furnish CONTRACTOR with a Sales Tax Exemption Certificate to be issued to Suppliers in lieu of the tax.

1.5 Minimum Wages. Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

1.6 Addenda. Bidder shall be knowledgeable of all Addenda issued and shall acknowledge all Addenda in spaces provided on Bid form. Further information regarding the Bid documents and the Project may be obtained from the Project Manager listed at the end of Section 00020, Invitation for Bids.

1.7 Required Items. Bids must include all specified items in this section and be submitted in accordance with paragraph No. 7 below. Any additional requirement to the bid submittal is specified in Section 00820. Any corrections to a Bid shall be initialed by the person signing the Bid.

1.8 Professional Services. Bidders must secure any required professional services that are defined as professional services under the Professional Services Procurement Act, Chapter 2254 of the Texas Government Code (for example: registered professional land surveyors and professional engineers) using the qualifications based selection process

prescribed by that chapter. (Note: It is a violation of State Law to solicit Bids for professional services.)

1.9 Further Information. Prospective Bidders desiring further information or interpretation of Project Manual or Drawings must make a written request for such information to OWNER addressed to the Authorized Contact Person listed in Section 00020 no later than seven (7) Working Days before Bid opening. Interpretation of Project Manual or Drawings will be made by Addendum only and obtained through the City's Vendor Connection website. Log on to: www.austintexas.gov/financeonline/vendor_connection/index.cfm. Any verbal communications will not be binding on the OWNER.

1.10 Anti-Lobbying and Procurement. Article 6, Chapter 2-7, City Code, repealed and replaced effective on June 25, 2018, prohibits lobbying activities or representations by Offerors during the No Lobbying Period as defined in the Ordinance.

1.10.1. FINDINGS; PURPOSE.

(A) The council finds that persons who enter a competitive process for a city contract voluntarily agree to abide by the terms of the competitive process, including the provisions of this article.

(B) The council finds that it is in the City's interest:

(i) to provide the most fair, equitable, and competitive process possible for selection among potential vendors in order to acquire the best and most competitive goods and services; and

(ii) to further compliance with State law procurement requirements.

(C) The council intends that:

(i) each response is considered on the same basis as all others; and

(ii) respondents have equal access to information regarding a solicitation, and the same opportunity to present information regarding the solicitation for consideration by the City.

1.10.2. APPLICABILITY.

(A) This article applies to all solicitations except:

(i) City social service funding;

(ii) City cultural arts funding;

(iii) federal, state or City block grant funding;

(iv) the sale or rental of real property;

(v) interlocal contracts or agreements; and

(vi) solicitations specifically exempted from this article by council.

(B) Absent an affirmative determination by the council, the purchasing officer has the discretion to apply this article to any other competitive process.

(C) City Code Section 1-1-99 (*Offenses; General Penalty*) does not apply to this article.

1.10.3. DEFINITIONS.

In this article:

(A) AGENT means a person authorized by a respondent to act for or in place of the respondent in order to communicate on behalf of that respondent. Each of the following is presumed to be an agent:

(i) a current full-time or part-time employee, owner, director, officer, member, or manager of a respondent;

(ii) a person related within the first degree of consanguinity or affinity to a current fulltime or part-time employee, owner, director, officer, member, or manager of a respondent;
(iii) a person related within the first degree of consanguinity or affinity to the respondent, if a respondent is an individual person; and Section 0200 V2, Solicitation Instructions 4 Rev. 06-26-2018
(iv) a lobbyist, attorney, or other legal representative of the respondent that has been retained by the respondent with respect to the subject matter of either the solicitation or the respondent's response to the solicitation.

(B) AUTHORIZED CONTACT PERSON means a City employee designated in a City solicitation as the point of contact for all purposes for that solicitation.
(C) CITY EMPLOYEE is defined in Section 2-7-2 (*Definitions*), and further includes an independent contractor hired by the City with respect to the solicitation.
(D) CITY OFFICIAL is defined in Section 2-7-2 (*Definitions*).
(E) NO-LOBBYING PERIOD means the period of time beginning at the date and time a solicitation is published and continuing through the earliest of the following:
(i) the date the last contract resulting from the solicitation is signed;
(ii) 60 days following council authorization of the last contract resulting from the solicitation; or
(iii) cancellation of the solicitation by the City
(F) PURCHASING OFFICER means the City employee authorized to carry out the purchasing and procurement functions and authority of the City.
(G) RESPONSE means a written offer or submission in reply to a solicitation.
(H) RESPONDENT means a person or entity that has timely submitted or subsequently timely submits a response to a City solicitation, even if that person subsequently withdraws its response or has been disqualified by the City for any reason. Respondent includes:
(i) a subsidiary or parent of a respondent;
(ii) a joint enterprise, joint venture, or partnership with an interest in a response and in which a respondent is a member or is otherwise involved, including any partner in such joint enterprise, joint venture, or partnership; and
(iii) a subcontractor to a respondent in connection with that respondent's response.
(I) SOLICITATION means an opportunity to compete to conduct business with the City that requires council approval under City Charter Article VII Section 15 (*Purchase Procedure*), and includes, without limitation:
(i) an invitation for bids;
(ii) a request for proposals;
(iii) a request for qualifications;
(iv) a notice of funding availability; and
(v) any other competitive solicitation process for which the purchasing officer, in the purchasing officer's sole discretion, affirmatively determines this article should apply in accordance with Section 2-B.

1.10.4. RESTRICTION ON LOBBYING.

Subject to the exclusions in Section 5 (*Permitted Communications*), during a no-lobbying period,

(A) a respondent or an agent shall not communicate directly with a City official or a City employee, or both in order to:

(i) provide substantive information about any respondent or response with respect to the solicitation to which the communication relates;

(ii) encourage the City to reject one or more of the responses to the solicitation to which the communication relates;

(iii) convey a complaint about the solicitation to which the communication relates; or

(iv) ask any City official or City employee to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation to which the communication relates.

(B) a City official shall not contact or communicate with a respondent regarding a response or the solicitation to which the no-lobbying period applies;

(C) a City employee, other than the authorized contact person, shall not contact or communicate with a respondent regarding a response or the solicitation to which the no-lobbying period applies.

1.10.5. PERMITTED COMMUNICATIONS.

The following communications are permitted under this article at any time:

(A) any communication between a respondent or agent and any authorized contact person, including, without limitation and in accordance with regulation, any complaint concerning the solicitation;

(B) any communication between a respondent or agent and any person to the extent the communication relates solely to an existing contract between a respondent and the City, even when the scope, products, or services of the current contract are the same or similar to those contained in an active solicitation;

(C) any communication between a respondent or an agent and a City employee to the extent the communication relates solely to a non-substantive, procedural matter related to a response or solicitation;

(D) any communication required by or made during the course of a formal protest hearing related to a solicitation;

(E) any communication between a respondent or an agent and the City's Small & Minority Business Resources Department, that solely relates to compliance with Chapters 2-9A through 2-9D (*Minority-Owned and Women-Owned Business Enterprise Procurement Program*) of the City Code;

(F) any communication between an attorney representing a respondent and an attorney authorized to represent the City, to the extent the communication is permitted by the Texas Disciplinary Rules of Professional Conduct;

(G) any communication made by a respondent or an agent to the applicable governing body during the course of a meeting properly noticed and held under Texas Government Code Chapter 551 (*Open Meetings Act*);

(H) any communication between a respondent or an agent and a City employee whose official responsibility encompasses the setting of minimum insurance requirements for the solicitation to which the communication relates, to the extent the communication relates solely to the insurance requirements established by the City in the solicitation; and

(I) any contribution or expenditure as defined in Chapter 2-2 (*Campaign Finance*).

1.10.6. MODIFICATION OF RESTRICTION.

The purchasing officer may waive, modify, or reduce the requirements in Section 4 (*Restrictions on Lobbying*) in order to allow respondents to communicate with a City employee or a City official other than the authorized contact person when the purchasing officer determines, in writing, that the solicitation must be conducted in an expedited manner, including but not limited to a solicitation conducted for reasons of health or safety under the shortest schedule possible with no extensions. Any such modification authorized by the purchasing officer shall be stated in the solicitation.

1.10.7. NOTICE.

(A) Each solicitation shall include a notice advising respondents and prospective respondents:

(i) of the requirements of this article;

(ii) that any communication initiated by a City employee or City official, other than the authorized contact person, during the no-lobbying period regarding a response or the solicitation may result in a violation of Section 4(A) if the respondent subsequently lobbies that City employee or City official.

(B) The purchasing officer, or a City employee designated by the purchasing officer, shall provide weekly written notice, accessible to all City employees and City officials, of each solicitation for which the no-lobbying period is in effect.

1.10.8. DISCLOSURE OF VIOLATION.

A City official or a City employee other than the authorized contact person that becomes aware of a violation of Section 4 (*Restrictions on Lobbying*) shall notify the authorized contact person in writing as soon as practicable.

1.10.9. ENFORCEMENT.

(A) A respondent that has been disqualified pursuant to Section 10(A) (*Disqualification; Contract Voidable*) may appeal such disqualification to a subcommittee that is less than a quorum of the Ethics Review Commission established in Chapter 2-7, Article 2 (*Ethics Review Commission*), whose decision on appeal shall be final and binding. Any appeal must be filed in the manner prescribed by the Ethics Review Commission within 5 calendar days of the notice given by the purchasing officer pursuant to Section 10(B).

(B) The purchasing officer shall waive a violation of Section 4(A) if the violation was solely the result of communications initiated by a City official or a City employee other than the authorized contact person.

(C) The purchasing officer has the authority to enforce this article through rules promulgated in accordance with Chapter 1-2 (*Adoption of Rules*), which at a minimum shall include a notice and protest process for respondents disqualified pursuant to Section 10 (*Disqualification;Contract Voidable*), including:

(1) written notice of the disqualification imposed pursuant to Section 10 (*Disqualification;Contract Voidable*);

(2) written notice of the right to protest the disqualification imposed; and

(3) written notice of the right to request an impartial hearing process.

1.10.10. DISQUALIFICATION; CONTRACT VOIDABLE.

(A) If the purchasing officer finds that a respondent has violated Section 2-7-104(1), the respondent is disqualified from participating in the solicitation to which the violation related.
(B) The purchasing officer shall promptly provide written notice of disqualification to a disqualified respondent.
(C) If a respondent is disqualified from participating in a solicitation as a result of violating Section 2-7-104(1) and the solicitation is cancelled for any reason, that respondent is also disqualified from submitting a response to any reissue of the same or similar solicitation for the same or similar project. For the purposes of this section, the purchasing officer may determine whether any particular solicitation constitutes a "same or similar solicitation for the same or similar project".
(D) If a respondent violates Section 104(1) and is awarded a contract resulting from the solicitation to which the violation relates, the City may void that contract.
(E) Respondents that violate Section 2-7-104(1) three or more times during a five year period may be subject to debarment from participating in any new contracts with the City for a period of up to three years.

1.11 City's Minority-Owned and Women-Owned Business Enterprise / Disadvantaged Business Enterprise (MBE/WBE or DBE) Program Requirements. Good Faith Efforts. When a bidder cannot achieve the MBE/WBE or DBE goals or subgoals established for the project, the bidder must document its Good Faith Efforts to meet the goals or subgoals. Good Faith Effort evaluations will consider, at a minimum, the bidder's efforts to do the following:

1.11.1 Soliciting through at least two reasonable, available and verifiable means MBEs/WBEs within the Significant Local Business Presence boundaries at least seven (7) business days prior to the bid opening date to allow the MBEs/WBEs or DBEs to respond to the bid.

1.11.2 Providing interested MBEs/WBEs or DBEs adequate information about the bid documents and requirements, including addenda, in a timely manner to assist them in responding to the bid.

1.11.3 Negotiating in good faith with interested MBEs/WBEs DBEs that have submitted bids to the bidder.

1.11.4 Publishing notice in a local publication such as a newspaper, trade association publication or via electronic/social media.

1.11.5 Not rejecting MBEs/WBEs or DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

1.11.6 Making economically feasible portions of the work available to MBE/WBE or DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE or DBE subcontractors and suppliers, so as to facilitate meeting the goals or subgoals.

1.11.7 The ability or desire of the bidder to perform the project work with its own organization does not relieve the bidder of the responsibility to make Good Faith Efforts.

1.11.8 Bidders are not required to accept higher quotes in order to meet the goals

or subgoals.

1.11.9 Effectively using the services of Minority Person/Women community organizations; Minority Person/Women Contractors groups; local, state and federal Minority Person/Women business assistance offices; and other organizations to provide assistance in solicitation and utilization of MBEs, WBEs and/or DBEs.

1.11.10 In assessing minimum Good Faith Efforts, the OWNER may consider (1) whether the bidder sought guidance from the City of Austin Small and Minority Business Resources Department (SMBR) on any question regarding compliance with these requirements; and (2) the performance of other bidders in meeting the goals.

For additional information, refer to the MBE/WBE or DBE Compliance Program Requirements Volume of the Project Manual.

Bid shopping is not allowed in conjunction with this solicitation and may result in the disqualification of prospective bidders and subcontractors.

2. ESTIMATES OF QUANTITIES (UNIT PRICE CONTRACTS ONLY)

Quantities listed in unit price Bid form are to be considered approximate quantities and will be used only for comparison of Bids. Payment to CONTRACTOR will be made only for actual quantities of Work performed or materials furnished in accordance with Contract and it is understood that quantities may be increased or decreased as provided in Section 00700, General Conditions, and as may be modified by Section 00810, Supplemental General Conditions.

3. DRAWINGS, PROJECT MANUAL AND SITE (S) OF WORK

Before submitting a Bid, the Bidder shall carefully examine the Bid Documents, site(s) of the proposed Work, soils, and other conditions that may affect the performance of the Work to satisfy the Bidder as to character, quality and quantities of Work to be performed and materials to be furnished. By submitting a Bid, the Bidder will be deemed to have certified that the Bidder has complied with these requirements. If, during preparation of the Bid, the Bidder discovers any suspected discrepancies or errors, the Bidder must immediately notify the Authorized Contact Person in writing of the suspected discrepancy or error. Failure to provide written notice of any suspected discrepancies or errors may be cause for rejection of the Bid.

4. BID GUARANTY

All Bids shall be accompanied by a Bid guaranty in an amount of not less than five percent (5%) of the total Bid. Bid guaranty will be a Bid bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to OWNER. For Bidders electing to submit Bids and Bid Guaranties electronically via Austin Finance Online, Bid Guaranties will be verified by the Owner prior to bid certification and electronic copies of Bid Guaranties will not be returned to Bidders.

The Bid guaranty accompanying the Bid of the three (3) apparent low Bidders will be retained until Contract is awarded and successful Bidder executes Contract and furnishes required bonds and insurance, after which Bid guaranties will be returned to the Bidders. All other Bid guaranties will be returned after Bid certification. In the event that the Bidder to whom the Contract is awarded fails to execute the Contract within five (5) working days of receipt

of a complete set of Contract Documents whether in electronic or hard copy form, the Bidder agrees that the OWNER in its discretion may rescind the initial award and award the Contract to the next lowest responsible Bidder.

5. PERFORMANCE AND PAYMENT BONDS

When performance and/or payment bonds are required, each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent corporate surety authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

6. CONSIDERATION OF BID AMOUNT

For purpose of award, after Bids are opened, reviewed, and certified, the total amount of the Bid, including accepted Bid alternates, will be considered the amount of the Bid. Certified Bid tabulations will be made available to the public through the City's Vendor Connection website, log on www.austintexas.gov/financeonline/vendor_connection/index.cfm. OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bids).

7. SUBMISSION OF BID

Each Bid must be completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity submitting the Bid, and, shall include the following in one envelope or electronically via Austin Finance Online (see eResponse, Attachment 1 -Submitting Bids in Austin Finance Online):

7.1 One copy of Bid form (Section 00300L or 00300U) completed and signed.

7.2 Acknowledgment of receipt of Addenda issued in spaces provided in Bid form.

7.3 Required Bid guaranty (copy of Bid guaranty if submitted electronically via Austin Finance Online).

7.4 Required Information indicated in Drawings or Project Manual as specified in Section 00820.

7.5 One copy of Total Bid Form if bid is submitted electronically via Austin Finance Online.

Bid must be accompanied by a MBE/WBE or DBE Compliance Plan. Compliance Plans will either be submitted separately, in a second envelope or electronically via Austin Finance Online, prior to the date and time set forth in Section 00020, Invitation for Bids. The Compliance Plan forms are included in the MBE/WBE Procurement Program Package or DBE Procurement Program Package (a separately bound volume).

Bid shall include all specified items in this section submitted electronically via Austin Finance Online, or may be submitted to the Capital Contracting Office in a sealed envelope, clearly identified on outside as a Bid to OWNER, with Bidder's company name and address, project name, bid due date/time, signed acknowledgement of the number of Addenda received and authorized signature. Failure to submit Bid appropriately may subject Bidder to

disqualification.

Sealed Bids may be mailed using the address below:

Address for US Mail (If mailed to the physical address, the proposal will be returned unopened)	
City of Austin	
Capital Contracting Office	
P. O. Box 1088	
Austin, Texas 78767-8845	

NOTE: Bids must either be received and time stamped in the Capital Contracting Office prior to the Due Date and Time or submitted electronically via Austin Finance Online. The time of record for those electronically submitted is the time received in Austin Finance OnLine. It is the responsibility of the Offeror to ensure that their Bid arrives at the reception desk in the Capital Contracting Office or electronically prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Proposal arriving on time.

It is the sole responsibility of the Bidder to ensure timely delivery of Bid. OWNER will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Bidder. (See Section 00820, Modifications to Bidding Requirements and Contract Forms, for modifications to solicitations without MBE/WBE or DBE goals.)

In submitting its Bid, Bidder certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the Bidder influenced or attempted to influence the bidding process, the City may, in its discretion, reject the Bid.

8. WITHDRAWAL OF BID

A Sealed Bid may be withdrawn by a Bidder, provided an authorized individual of the Bidder submits a written request to withdraw the Bid prior to the time set for opening the Bids. For withdrawal of electronic bids see eResponse, Attachment 1 -Submitting Bids in Austin Finance Online)

9. REJECTION OF BIDS

9.1 The following **will** be cause to reject a Bid:

9.1.1 Failure to submit Section 00300 (Bid Form) and signed by an individual empowered to bind the Bidder.

9.1.2 Bids which are not accompanied by acceptable Bid guaranty, with Power of Attorney attached, or a letter certifying the Bidder's ability to be bonded, from a surety company, in accordance with Paragraph 4 above.

9.1.3 More than one Bid for same Work from an individual, firm, partnership or corporation.

9.1.4 Evidence of collusion among Bidders.

9.1.5 Sworn testimony or discovery in pending litigation with OWNER which discloses misconduct or willful refusal by contractor to comply with subject contract or instructions of OWNER.

9.1.6 Failure to submit MBE/WBE or DBE Compliance Plan in accordance with the separately bound volume titled MBE/WBE Procurement Program Package or DBE Procurement Program Package.

9.1.7 Failure to have an authorized agent of the Bidder attend the mandatory Pre-Bid Conference, if applicable.

9.1.8 Bids received from a Bidder who has been debarred or suspended by OWNER's Purchasing Officer.

9.1.9 Bids received from a Bidder when Bidder or principals are currently debarred or suspended by Federal, State or City governmental agencies. (Applicable for Bid amounts equal to or in excess of $25,000.00).

9.1.10 Bids received from a Bidder, who is identified on a list maintained by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization, unless otherwise exempted from sanctions by the United States government.

9.2 The following **<u>may</u>** be cause to reject a Bid:

9.2.1 Poor performance in execution of work under a previous City of Austin contract.

9.2.2 Failure to achieve reasonable progress on an existing City of Austin contract.

9.2.3 Default on previous contracts or failure to execute Contract after award.

9.2.4 Evidence of failure to pay Subcontractors, Suppliers or employees in accordance with Contract requirements.

9.2.5 Bids containing omissions, alterations of form, additions, qualifications or conditions not called for by OWNER, or incomplete Bids may be rejected. In any case of ambiguity or lack of clarity in the Bid, OWNER reserves right to determine most advantageous Bid or to reject the Bid.

9.2.6 Failure to acknowledge receipt of Addenda.

9.2.7 Failure to submit any of the items specified below in paragraph 11, "Submission of Post Bid Information".

9.2.8 Failure to identify a dollar amount (price) of a unit price(s) in the 00300U including all Bid Alternates in the Bid Form 00300U or 00300L.

9.2.9 Failure to submit post-Bid information within the allotted time(s) (see paragraph 11 for post-Bid requirements).

9.2.10 Failure to timely execute Contract after award.

9.2.11 Previous environmental violations resulting in fines or citations by a governmental entity (i.e. U.S. Environmental Protection Agency, Texas Commission on Environmental Quality, etc.).

9.2.12 Safety record as set forth in Section 00410, Statement of Bidder's Safety Experience.

9.2.13 Failure of Bidder to demonstrate the minimum experience required as specified in Section 00400 if that Section is included in the bidding documents.

9.2.14 Evidence of Bidder's lack of sufficient resources, workforce, equipment or supervision, if required by inclusion of appropriate attachments in Section 00400.

9.2.15 Evidence of poor performance on previous Projects as documented in Owner's project performance evaluations.

9.2.16 Unbalanced Unit Price Bid: "Unbalanced Bid" means a Bid, which includes a Bid that is based on unit prices which are significantly less than cost for some Bid items and significantly more than cost for others. This may be evidenced by submission of unit price Bid items where the cost are significantly higher/lower than the cost of the same Bid items submitted by other Bidders on the project.

10. PROTEST PROCEDURES

The OWNER's Capital Contracting Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying OWNER of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Capital Contracting Officer may dismiss your complaint or protest.

10.1 Prior to Bid opening: If you are a prospective Bidder and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Bid is opened, you must notify OWNER in writing of the alleged deficiency before that date, giving OWNER an opportunity to resolve the situation prior to the Bid opening.

10.2 After Bid opening: If you submit a Bid to OWNER and (1) you have been found non-responsive, or (2) you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:

10.2.1 You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.

10.2.2 You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Bid has been opened. If you know of the facts before that date, you must notify OWNER as stated above.

10.2.3 You must submit your protest in writing and must include the following information:

.1 your name, address, telephone, and email address;
.2 the solicitation number and the CIP number, if applicable;
.3 a detailed statement of the factual grounds for the protest, including copies of any relevant documents.

10.2.4 Your protest must be concise and presented logically and factually to help with OWNER's review.

10.2.5 When OWNER receives a timely written protest, the Capital Contracting Officer will determine whether the grounds for your protest are sufficient. If the Capital Contracting Officer decides that the grounds are sufficient, the Capital Contracting Office will schedule a protest hearing, usually within five (5) working days. If the Capital Contracting Officer determines that your grounds are insufficient, you will be notified of that decision in writing.

10.2.6 The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case; it is not an adversarial proceeding. Those who may attend from OWNER are: representatives from the department that requested the purchase, the Law Department, the Capital Contracting Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.

10.2.7 A decision will usually be made within fifteen (15) calendar days after the hearing.

10.2.8 The Capital Contracting Officer will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.

10.2.9 When a protest is filed, OWNER usually will not make an award until a decision on the protest is made. However, OWNER will not delay an award if the City Manager or the Capital Contracting Officer determines that:

.1 OWNER urgently requires the supplies or services to be purchased, or
.2 Failure to make an award promptly will unduly delay delivery or performance.

In those instances, the Capital Contracting Office will notify you and make every effort to resolve your protest before the award.

The protest or notice of intent and the protest shall be submitted in writing to:

Address for Delivery Service:	Address for US Mail:
City of Austin	City of Austin
Capital Contracting Office	Capital Contracting Office
ATTN: Capital Contracting Officer	ATTN: Capital Contracting Officer
One Texas Center	P.O. Box 1088
505 Barton Springs Rd.	Austin, Texas 78767-1088
Suite 1045-A	
Austin, Texas 78704	
PHONE: 512/974-7141	

11. SUBMISSION OF POST BID INFORMATION

11.1 Prior to determination of the certified low Bidder, the three (3) apparent low Bidders

must submit to OWNER the following information within three (3) business days of receipt of notice of apparent low Bidder status by the OWNER:

11.1.1 One copy of Attachments A-I and any other specifically designated Attachments of the Statement of Bidder's Experience (Section 00400), completed and signed. (Unless provided to the contrary in Section 00820 Modifications to Bidding Requirements and Contract Forms). (Note: OWNER reserves the right to solely determine whether the comparable experience documentation provided by the Bidder is sufficient and relevant to the Work described in the Contract Documents for the Bidder to be considered a responsible Bidder.)

11.1.2 One Copy of the Certificate of Non-Suspension or Debarment (Section 00405), completed and signed. (Applicable for Bid amounts equal to or in excess of $25,000.00.)

11.1.3 One copy of Section 00410, Statement of Bidder's Safety Experience, including required attachments, completed and signed.

11.1.4 One copy of the Title VI Assurances Appendix A (Section 00631), completed and signed.

11.1.5 One copy of the Title VI Assurance Appendix E (Section 00632), completed and signed.

11.1.6 One copy of Exhibit A Federal Provisions (Section 00810A) completed and signed. (Federal projects only)

11.1.7 Such other information as is required to evaluate Bid or Bidder.

11.2 Upon notification of status as certified low Bidder, Bidder shall submit the following information to OWNER within three (3) business days:

11.2.1 Confirmation Letters between Bidder and all subcontractor(s) and all supplier(s) identified in the MBE/WBE Compliance Plan.

11.2.2 Section 00425A, Insurance Cost Form. For ROCIP projects.

11.2.3 Section 00425B, Contractor Affidavit of Receipt and Provision of ROCIP Information, and Subcontractor Affidavit of Receipt and Provision of ROCIP Information (for Subcontractor(s) of all tiers identified in the MBE/WBE Compliance Plan). For ROCIP projects.

11.2.4 Such other information as required. In addition, the Bidder acknowledges and agrees that the failure to timely provide the additional information required by this section will result in a determination that, for the purposes of this solicitation, the Bidder has not provided sufficient information for the OWNER to be able to determine that the Bidder is a responsible Bidder.

12. AWARD AND EXECUTION OF CONTRACT

OWNER will process Bids expeditiously. Award of Contract will be to the lowest, responsible Bidder meeting all requirements of the Bid Documents. OWNER may not award Contract to a nonresident Bidder unless the nonresident underbids the lowest Bid submitted by a responsible resident Bidder by an amount that is not less than the amount by which a

resident Bidder would be required to underbid the nonresident Bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Award of Contract will occur within the period identified on the Bid form, unless mutually agreed between the parties. Capital Contracting Officer shall submit recommendation for award to the City Council for those project awards requiring City Council action. Contract will be signed by City Manager or his/her designee after award and submission of required documentation by Bidder. Contract will not be binding upon 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 Contract.

Upon contract award, the selected Bidder must submit either their existing or an updated personnel policy (on letterhead) documenting conformity with City Code, Chapter 5-4, § 5-4-2. If the company does not submit a copy of their personnel policy incorporating the non-discrimination policy, the City of Austin Nondiscrimination Policy (Section 00630) will be considered the Bidder's nondiscrimination policy.

In any case of ambiguity or lack of clarity in the Bid, OWNER reserves the right to determine the most advantageous Bid or to reject the Bid.

Notwithstanding anything in this Section 00100 to the contrary, the OWNER may award a contract for construction services in an amount of less than $100,000 to a bidder whose principal place of business is in the City of Austin and whose bid is within 5% of the lowest bid price received from a bidder whose principal place of business is not within the City of Austin, if the City finds that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award including the employment of resident of the City and increased tax revenues to the City.

13. PARTNERING

In order to complete the Work in a manner that is most beneficial to the OWNER and CONTRACTOR, OWNER and CONTRACTOR may form a "Partnering Team", which will include the E/A, and any major Subcontractors. This partnering relationship will draw on the strength of all parties to identify and achieve mutual goals. The objectives of this partnering relationship are effective and efficient communication and Contract performance, which is intended to ensure that the Project is completed within budget, on schedule, and in accordance with the Drawings and Specifications and other Contract requirements. While the partnering relationship will be multilateral in makeup and participation will be totally voluntary, the OWNER and CONTRACTOR agree to cooperate and use reasonable good faith efforts to discuss and resolve any and all Project issues and disputes. Section 01100, Special Project Procedures and/or Section 01200, Project Meetings contain additional information regarding the intent of the partnering relationship and responsibilities of the entities entering into the partnering charter.

14. ROCIP REQUIREMENTS

If the insurance on this Project will be under the Rolling Owner Controlled Insurance Program (ROCIP), the Bidder is directed to Section 00810, Supplemental General Conditions, Section 00820, Modifications to Bidding Requirements and Contract Forms, and the Project Safety Manual included with these contract documents for information and bidding requirements.

The Insurance Cost Form, Section 00425A must be accurately completed and submitted with the Bid to indicate insurance removed from Base Bid and Alternates. CONTRACTOR shall remove from the Bid the cost of insurance for the CONTRACTOR and Subcontractors of all tiers working on site.

The Rolling Owner Controlled Insurance Program Information, Section 00425 B, Contractor Affidavit of Receipt and Provision of ROCIP Information and Subcontractor Affidavit of Receipt and Provision of ROCIP Information for subcontractor(s) of all tiers identified in the MBE/WBE Compliance Plan must be accurately completed and submitted by the certified low bidder as a post bid submittal. Subcontractor Affidavits must be submitted throughout the duration of the Contract as Subcontractor(s) are added.

15. SIGNATURE REQUIREMENTS

The Bid and any subsequent supporting Bid documents and Contract must be executed in the Bidder's full name and legal entity status by an authorized representative of the Bidder. Accordingly, a partnership/joint venture must file its partnership/joint venture agreement, a corporation must file its articles and bylaws, a limited liability company must file its certificate of organization and article of organization and regulations, and a limited partnership must file not only limited partnership agreement and the certificate of limited partnership, but also the documentation for its general partner, and any Bidder must file a copy of any assumed name certificate, or such limited portion of such documents reasonably establishing signature authority.

16. CONTRACTOR EVALUATION

The Owner will review and evaluate the Contractor's Work and performance on the Project and provide the Contractor with a written Contractor Evaluation Report in accordance with City of Austin Administrative Rule R161-13.37. Rule R161-13.37 provides an appeal process. http://www.austintexas.gov/department/contract-management

17. TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES DISCLOSURE FORM

17.1 Definitions:

17.1.1 "Interested Party" – means a person who has a controlling interest in a Business Entity with whom the Owner contacts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.

17.1.2 "Business entity" - includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

17.2 As a condition to entering the Contract, the Business Entity constituting the successful Bidder must provide a Texas Ethics Commission Certificate of Interested Parties Form to the Owner at the time the Business Entity/Bidder submits the signed Contract to the Owner in full compliance with the following requirements under which the successful Bidder shall:

17.2.1 Go to the Ethics Commission's website (www.ethics.state.tx.us),

17.2.2 Complete the "Interested Parties" information, in accordance with the requirements of the Texas Ethics Commission Rules published at Title 1, Part 2, Chapter 46, of the Texas Administrative Code and available on the referenced website,

17.2.3 Include the City's contract identification number,

17.2.4 Include a short description of the goods or services to be used by the City, and

17.2.5 Indicate whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

17.3 In accordance with the Commission Rules, the Certificate of Filing and completed Certificate of Interested Parties must be (i) printed, (ii) signed by an authorized agent of the business entity, and (iii) submitted to the City at the time of the submission of the signed contract to the City. The City then must notify the Ethics Commission in electronic format of receipt of the document within 30 days of contracting and the Commission will make the disclosure of interested parties available to the public on its website.

END

GEOTECHNICAL INVESTIGATION
DALTON LANE UTILITIES - METAL COVERED PARKING, STORAGE, AND TRUCK WASH
AUSTIN, TEXAS

SUBMITTED TO
MWM DESIGN GROUP, INC.
305 EAST HUNTLAND DRIVE, STE. 200
AUSTIN, TEXAS 78752

BY
HVJ ASSOCIATES®
AUGUST 9, 2019

REPORT NO. AG 16 10337.1 & AG 16 10337.1.1

4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512.447.9081 Ph
512.443.3442 Fax
www.hvj.com

August 9, 2019

Ms. Mary Franzosa
MWM Design Group, Inc.
305 East Huntland Drive, Suite 200
Austin, TX 78752

Re: Geotechnical Investigation
Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Austin, Texas
Owner: City of Austin
HVJ Project No. AG 16 10337.1 and AG 16 10337.1.1

Dear Ms. Franzosa:

Submitted herein is the final report of our geotechnical investigation for the proposed building and structures for the above referenced project. The investigation was performed in accordance with MWM Design Group, Inc., Project Number R023-89A and Task No. 01. HVJ-SC executed on August 2, 2018. HVJ associated proposal numbers are AG 16 10337.1 and AG 16 10337.1.1, dated on January 8, 2018 (revised February 5, 2018) and March 25, 2018 (revised March 30, 2018, April 5, 2018, May 31, 2018), respectively. Any contracted additional services will come as a separate cover/report at a future date.

It has been a pleasure to work for you on this project and we appreciate the opportunity to be of service. Please notify us if there are any questions or if we may be of further assistance.

Sincerely,

HVJ South Central Texas – M&J, Inc.
Texas Firm Registration No. F-18091

STATE OF TEXAS
EDWARD GALBAVY
128025
LICENSED
PROFESSIONAL ENGINEER

Edward Galbavy, PE
Project Manager

08/09/2019

Luis H. Garcia
Staff Engineer

This seal appearing on this document were authorized by Edward Galbavy, PE 128025 on August 9, 2019. Alteration of a sealed document without proper notification to the responsible engineer(s) is an offense under the Texas Engineering Practice Act.
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I. EXECUTIVE SUMMARY

HVJ Associates® (HVJ) was retained by MWM Design Group, Inc. to prepare a geotechnical investigation for the Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash Project in Austin, Texas. The project will include two buildings with approximate dimensions of 100 ft x 30 ft and 45 ft x 180 ft. Both buildings will be open structures with interior columns including a loading dock addition with several loading bays; and a truck wash structure that will be metal or CMU block with a high ceiling, have a mechanical/equipment room, and a storage room. There will also be a fixed water truck filling stand (J-Stand Type). And there also includes an area for future portable buildings of currently unknown size. A map of the Site Vicinity is provided on Plate 1.

1. Nine (9) borings were drilled to depths ranging from 15-40 feet below existing grade for a total footage of 285 linear feet to investigate subsurface conditions and to obtain samples for laboratory testing,

2. The site consists of Lower Colorado River terrace deposits overlying clayshale from the Taylor Group. The terrace deposits starts with 2-8 feet of Clayey Sand (SC) and poorly-Graded Sand with Clay (SP-SC) starting at the surface. Below which, 6-13 feet of Sandy Lean Clay (CL) was typically encountered, and mainly on the western side of the site. In one boring on the northern extent of the site (adjacent to the detention pond), we encountered 13 feet of Fat Clay (CH) underneath the sand. Gravel was common throughout all the borings in the upper 24 feet, but concentrations decreased with depth. At approximately 18 feet below grade, we encountered up to 25 feet of Poorly-Graded Sand with Silt (SP-SM) with varying amounts of gravel. The terrace deposits encountered in each of the borings continued to 24 to 38.5 feet below grade where the soil transitioned to gray, low hardness clayshale from the Taylor Group. Five of the six deeper 40 ft borings encountered 1.5-16 feet of moderately to highly weathered clayshale from the Taylor Group at 24-38.5 feet below grade and which continued to the termination depth of the borings. The Taylor Group clayshale was encountered along the southwest and west areas of the project site and continued to the termination depth of the borings.

3. Groundwater was encountered in borings B-1 through B-6 at depths ranging from 22 to 28.5 feet below existing grade. Groundwater levels determined during drilling operations typically do not accurately reflect the true groundwater conditions, and therefore should only be considered as an approximation. Groundwater may also exist in a perched condition at the interface of the Lower Colorado River Terrace deposits and the clayshale of the Taylor Group. Large detention ponds on the eastern side of the site will influence water table as permeability is high due to large amounts of cohesionless soil encountered at the site. It should also be noted that groundwater levels may fluctuate seasonally, in response to climatic conditions and with precipitation events.

4. The PVR's for this site range from 0.2 to 1.6 inches.

5. Calculations based on soil strengths indicate a net allowable bearing pressure of 3,500 psf can be used for slab-on-grade design.

6. The allowable end bearing and skin friction for drilled shafts that will be constructed at the site are as such:

Structure	Depth (feet)	Bearing Stratum	Straight Drilled Shafts	
			Maximum Allowable Unit End Bearing Pressure (psf)	Maximum Allowable Unit Side† Friction (psf)
Truck Wash CMU block building	0-18	Clayey Sand (SC)	--	--
	18-29.5	Sandy Lean Clay (CL)	--	400(1)
	29.5-40	Taylor Clayshale	10,000	800
Covered Truck Parking	0-18	Clayey Sand (SC) and Sandy Lean Clay (CL)	--	--
	18-32.5	Poorly-Graded Sand with Silt (SP-SM)	--	400(1)
	32.5-40	Taylor Clayshale	10,000	800
Covered Materials Storage	0-18.5	Clayey Sand (SC) and Sandy Lean Clay (CL)	--	--
	18.5-38.5	Poorly-Graded Sand with Silt (SP-SM)	--	400(1)
	38.5-40	Taylor Clayshale	10,000	800

Notes:

† Side friction is to be ignored in piers when constructed with the use of casing.

1. Skin friction value to be applied only for that portion of the pier embedded below 15 feet of soil.

Please note that this executive summary does not fully relate our findings and opinions. Those findings and opinions are only presented through our full report.

1 INTRODUCTION

1.1 General

HVJ Associates® (HVJ) was retained by MWM Design Group, Inc. to prepare a geotechnical investigation for the Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash Project in Austin, Texas. The project will include two buildings with approximate dimensions of 100 ft x 30 ft and 45 ft x 180 ft. Both buildings will be open structures with interior columns including a loading dock addition with several loading bays; and a truck wash structure that will be metal or CMU block with a high ceiling, have a mechanical/equipment room, and a storage room. There will also be a fixed water truck filling stand (J-Stand Type). And there also includes an area for future portable buildings of currently unknown size. A map of the Site Vicinity is provided on Plate 1.

1.2 Objectives and Scope of Work

The primary objectives of this study were to gather information on subsurface conditions at the project site and to provide design and construction recommendations for the building structures and parking lots. The objectives were accomplished by:

1. Drilling nine (9) borings to depths ranging from 15-40 feet below existing grade for a total footage of 285 linear feet to investigate subsurface conditions and to obtain samples for laboratory testing,

2. Performing laboratory tests to determine physical characteristics of the encountered soils, and

3. Performing engineering analyses to develop design and construction recommendations for the proposed buildings foundations.

Subsequent sections of this report contain descriptions of the field exploration, laboratory testing program, general site and subsurface conditions, groundwater conditions, foundation design and construction recommendations, and limitations. The pavement evaluation and concrete pavement slab used at the fixed water truck filling stand will be provided under a separate cover by HVJ Associates, Inc.

2 FIELD EXPLORATION

2.1 General

The field exploration program undertaken for the project was performed between August 10th and 13th, 2018. The borings were advanced using a truck-mounted drill rig equipped with standard soil sampling equipment. Approximate boring locations are provided in the Plan of Borings, Plate 3. Table 2-1 on the following page depicts the general details of each boring, and the full boring logs are presented in Plates 4-12. A key to terms and symbols used in the logs is provided on Plates 13A and 13B.

Table 2-1: Boring Details

Boring No.	Structure	Northing	Easting	Elev. (ft)	Termination Depth (ft)	Groundwater Depth (ft)
B-1	Truck Wash	10058292	3138197	445.8	40	23.5
B-2	Covered Parking For Trucks Covered Materials Storage	10058476	3138385	447.5	40	22
B-3	Covered Materials Storage	10058653	3138569	447.5	40	28
B-4	Fixed Water Truck Filling Stand (J-Stand Type)	10058879	3138747	449	40	28.5
B-5	Future Potential Building of Unknown Size	10058832	3139038	447.6	40	27
B-6	Future Portable Buildings	10058016	3138272	443.5	40	22.5
B-7	Pavement	10058224	3138203	444.7	15	--
B-8	Pavement	10058146	3138096	445.3	15	--
B-9	Pavement	10058949	3138824	449	15	--

Note: Coordinates are taken from a handheld GPS unit and are Northing and Easting based on the Texas State Plane Coordinate System, Central Zone, NAD 83(93). Elevations are based off Topographic Survey. Units: US Survey Feet.

2.2 Sampling Methods

Fine grained, cohesive soils encountered were sampled using a 3-inch outer diameter thin-walled tube, which was pushed into the soil in general accordance with ASTM standard D 1587- *Thin Walled Tube Sampling of Soils*. The samples were extruded in the field and a calibrated pocket penetrometer was used to obtain an estimate of the unconfined compressive strength of the sample.

Standard Penetration Tests (SPTs) were conducted within cohesionless soils. The SPTs were performed in accordance with ASTM D 1586 – *Penetration Test and Split-Barrel Sampling of Soils*. This consisted of driving a standardized 1.50 ± 0.005 inch inner diameter split-spoon sampler into undisturbed soil with a safety 140-pound hammer falling 30 inches. A safety hammer with a 30 inch drop was used to perform the test. The split-spoon sampler was first seated 6 inches to penetrate any loose cuttings, and then driven an additional 12 inches with blows from the hammer. The number of hammer blows required to drive the sampler each 6-inch increment was recorded. The penetration resistance "N-value" is defined as the number of hammer blows required to drive the sampler the final 12 inches and was used in the field to estimate the consistency of cohesive soils.

Classification and field test results for the thin-walled samples were recorded onto field logs, which included a visual description in accordance with ASTM D 2488 – *Visual Description and Identification of Soils*. After field documentation and logging was complete, the individual soil samples were either wrapped in plastic or placed in sealed containers to prevent loss of moisture and were transported to our laboratory for further examination and testing.

The sampling information recorded in the field was used in conjunction with additional laboratory examination and testing to generate the final borings logs, which are provided in Plates 4 through 12. A Key of Terms and Symbols for the boring logs is provided on Plates 13A and 13B.

2.3 Groundwater Observations

Groundwater was encountered in six of the borings at depths ranging from 22 to 28.5 feet below existing grade. Groundwater levels determined during drilling operations typically do not accurately reflect the true groundwater conditions, and therefore should only be considered as an approximation. Groundwater may also exist in a perched condition at the interface of the Lower Colorado River Terrace deposits and the clayshale of the Taylor Group. Large detention ponds on the eastern side of the site will influence water table as permeability is high due to large amounts of cohesionless soil encountered at the site. It should also be noted that groundwater levels may fluctuate seasonally, in response to climatic conditions and with precipitation events.

2.4 Borehole Completion

The project borings were backfilled with soil cuttings and bentonite chips, as required. Asphalt cold patch was placed in a single lift was used to match the existing pavement cross section on the single boring (B-9) drilled through exisiting pavement section.

3 LABORATORY TESTING

Soil samples transported to our laboratory were further examined and described and a preliminary soil classification was assigned to each soil sample based on ASTM D 2487 – *Classification of Soil for Engineering Purposes.*

Classification testing, which included moisture contents, Atterberg limits, and sieve analysis, was subsequently conducted on select samples. Uniaxial compressive strength testing was also performed on select soil and rock samples. Uniaxial compression strength testing was only possible on cohesive soil samples recovered in the borings. All testing was performed in accordance with the relevant ASTM Standards as required. The results of these tests were used to confirm or modify the preliminary soil classifications descriptions. The laboratory test results are presented on the final boring logs presented in Plates 4-12, as well as in the laboratory test results summary in Appendix A.

3.1 Pocket Penetrometer

A spring-loaded rod (1/4-inch diameter) is pushed into soil to a penetration of 6 mm and the gauge read for unconfined compressive strength (= twice the undrained shear strength) in tons per square foot (tsf). Penetration is limited to soils with unconfined compressive strength less than and equal to 4.5 tsf. Data are representative for soils with Plasticity Index (PI) greater than 12. Below this value, the angle of internal friction of granular particles increases strength to more than the measured value of the undrained shear strength.

3.2 Atterberg Limits

Select samples were tested to determine the Atterberg Limits of the selected samples in accordance with ASTM D4318. The Atterberg Limit test is used to classify the soil using the Unified Soil Classification System (USCS). The Atterberg Limit test consists of two parts: a liquid limit test and a

plastic limit test. The liquid limit equipment setup consists of a brass cup partially filled with soil, grooved with a specialized grooving tool, and then dropped freely from a specified height to the rubber base below at a constant rate of 2 drops per second. The liquid limit test is performed on soil that has been sieved through the No. 40 sieve and brought to a moisture content that would close the ½-inch groove within 20 to 30 blows for two consecutive tests. The moisture content of the soil is then measured and recorded as the liquid limit. The second part of the test consists of rolling a remolded sample between the tips of the fingers and a glass plate until transverse cracks appear at a rolled diameter of 1/8-inch. The moisture content of the rolled sample is taken and recorded as the plastic limit.

3.3 Moisture Content

Moisture content testing was performed on select soil samples to determine the in situ state of moisture. Fresh samples are weighed before being placed in an oven with a controlled temperature of 230°F and dried back to a constant mass. Upon the drying and reweighing of the sample, the total mass of water lost was recorded. The ratio of the water lost to the dried mass is recorded as the moisture content. This test was performed in accordance with ASTM D2216.

3.4 Percent Passing the No. 200 Sieve

Select soil samples were tested in accordance with ASTM D1140 to determine the amount of material finer than the No. 200 sieve for use in classification. An oven dried sample of material is weighed then washed over a 75-μm (No. 200) sieve, allowing clay and other particles to be dispersed and removed from the soil. The retained material is oven dried then reweighed. The loss in mass resulting from the washing is calculated as mass percent of the original sample and is reported as the percentage of material finer than a No. 200 sieve.

3.5 Uniaxial Compressive Strength Testing

Select cohesive soil samples were tested for unconfined compressive strength in accordance with ASTM D2166-06. The intact specimen is placed in a loading device and is subjected to a load producing an axial strain at a rate between ½% and 2% per minute. The load is applied until failure occurs at the maximum rate of strain. The maximum axial strain is then used to calculate the soil's unconfined compressive strength. The results for this test can be found in Appendix C.

3.6 One-Dimensional Swell

The swell tests were performed in accordance with ASTM D4546 Method C. The swell test results can be interpreted to estimate one dimensional heave or settlement or stress-induced settlement following wetting-induced swelling. Estimates for the necessary pressure to prevent swelling can also be derived from this test. The test procedure involves placing an undisturbed sample in a consolidometer ring and placing a load on the sample, either 20 psf for free swell conditions or an overburden pressure to simulate field conditions. Once the initial load is applied, the sample is inundated and allowed to collapse or swell and deflections are measured. After the process of primary swell is completed, subsequent loads are applied to the sample while recording deflection during consolidation of the sample. The swell pressure is then defined as the load pressure that brings the sample back to zero strain. Results from the swell test can be found in Appendix D.

3.7 Sulfate Content

The sulfate content tests were performed on soil in accordance with TEX-145-E. In each test, approximately 1,500 grams is oven dried and passed through a No. 40 sieve. The sample is split into three representative parts each weighing 20 grams. The sample is mixed with 400 mL of distilled water and shaken for 1 minute then allowed to sit for 12 hours. The sample is then shaken for one minute and passed through a filter. A volume of 10 mL is taken from the filtered liquid and the test device is calibrated by passing a light beam through the sample. After the calibration, a sulfate test tablet is dissolved in the liquid. Once dissolved, the test is run by passing the light beam from the test device through the sample and the sulfate results are recorded. The results for this test can be found in Appendix E.

4 SITE CHARACTERIZATION

4.1 General Geology

Austin, Texas is located on the boundary of the Edwards Plateau to the west and the Gulf Coastal Plains to the east and southeast. These physiographic provinces are separated by the Balcones Fault Zone (BFZ), a belt of inactive faults, which trends generally southwest to northeast through central Texas. Though the BFZ is not considered seismically active, it is important in that subsurface conditions may vary significantly across the fault boundaries. This site is located just east of the BFZ and there are no mapped faults within the project limits. Based on review of available geological information[1], and the field exploration program, the project alignment lies within the Lower Colorado River Terrace Deposits (Qlcr) and the Taylor Group (Kta), as shown on the Geology Map, Plate 2.

The Lower Colorado River Terrace Deposits (Qlcr) have an average thickness of 30 feet, but can range up to as much as 60 feet, and generally consist of yellow to orange-brown sand, silt, clay, and/or gravel.

The Taylor Group (Kta), consists of clay, calcareous, locally silty, massive, thinly laminated, conchoidal fracture, medium dark gray, weathers medium gray in the upper part; the lower part consists of clay, dominantly montmorillonitic, disseminated pyrite, blocky with conchoidal fracture, strikingly uniform throughout, light medium gray, weathers light brown to gray and becomes slightly fissile. The thickness is roughly 600 feet thick.

4.2 Subsurface Stratigraphy

Soil conditions at the project site described herein are based on information obtained at the boring locations only. Significant variations at areas not explored by the project borings may require re-evaluation of our findings and conclusions. The subsurface as encountered at the project site are discussed below.

[1] Geologic Map of the Austin Area, Texas. (The University of Texas at Austin, Bureau of Economic Geology, 1992).

Boring B-9 was drilled through existing pavement section and the pavement and base thickness were recorded during drilling. This location encountered 6 inches of Hot Mix Asphaltic Concrete (HMAC) and 12 inches of flexible base.

The soils on site consists of Lower Colorado River terrace deposits overlying clayshale from the Taylor Group. The terrace deposits starts with 2-8 feet of Clayey Sand (SC) and poorly-Graded Sand with Clay (SP-SC) starting at the surface. Below which, 6-13 feet of Sandy Lean Clay (CL) was typically encountered, and mainly on the western side of the site. In one boring on the northern extent of the site (adjacent to the detention pond), we encountered 13 feet of Fat Clay (CH) underneath the sand. Gravel was common throughout all the borings in the upper 24 feet, but concentrations decreased with depth. At approximately 18 feet below grade, we encountered up to 25 feet of Poorly-Graded Sand with Silt (SP-SM) with varying amounts of gravel. The terrace deposits encountered in each of the borings continued to 24 to 38.5 feet below grade where the soil transitioned to gray, low hardness clayshale from the Taylor Group. Five of the six deeper 40 ft borings encountered 1.5-16 feet of moderately to highly weathered clayshale from the Taylor Group at 24-38.5 feet below grade and which continued to the termination depth of the borings. The Taylor Group clayshale was encountered along the southwest and west areas of the project site and continued to the termination depth of the borings. A detailed description of the materials encountered can be found on the boring logs, Plates 4 through 12.

The laboratory soil classification testing program, consisting of moisture contents, Atterberg Limits, percentage of soil particles passing No. 200 sieve and uniaxial compressive strength were conducted on representative samples. A summary of the laboratory test statistics for each previously described layer is summarized below. A more detailed summary can be found in Appendix A.

Table 4-1: Laboratory Testing Statistics

Laboratory Test	Average	Maximum	Minimum	Std Deviation	No. of Tests
Lower Colorado River Terrace Deposits					
% Passing No. 200 Sieve	36	94	4	24	26
Liquid Limit (%)	29	52	17	9	17
Plasticity Index (%)	13	37	1	9	21
Moisture Content (%)	9.6	23.8	1.9	6	26
Wet Unit Weight (pcf)	126	136	120	7	4
Uniaxial Compressive Strength (tsf)	2.5	4.4	1.1	2	4
Pocket Pentrometer (tsf)	4.2	4.5+	2.5	1	13

Note: Some soils were non-plastic and the plasticity index was determined using the bar linear shrinkage test (Tex 107-E) as indicated on the Laboratory Summary Sheet located in Appendix B.

4.3 Swell Test Results

Two pavement boring samples were selected for swell testing. Each sample was tested with a vertical stress equivalent to the overburden pressure. See Table 4-2 below for the swell test results. The full swell test reports are in Appendix C.

Table 4-2: Swell Test Results

Location	Depth (ft)	Swell Pressure (psf)	% Swell
B-7	4-6	0	0.2
B-9	6-8	0	-0.7

4.4 Sulfate Test Results

Sulfate content (TEX-145-E) testing was performed on each of the three shallow 15 feet pavement borings. The results are summarized in Table 4-3 below and the full reports are provided in Appendix D. It should be noted that the TxDOT Guidelines for Treatment of Sulfate-Rich Soils[2] suggests traditional stabilization for sulfate concentrations of less than 3,000 ppm, modified stabilization for concentrations of 3,000-8,000 ppm, and alternative stabilization methods for sulfate concentrations greater than 8,000 ppm.

Table 4-3: Sulfate Test Results

Location	Depth (ft)	Sulfates (ppm)
B-7	0.5-2	520
B-8	0.5-2	2,120
B-9	2.5-4	40

[2] Texas Department of Transportation Guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures, September 2005

5 FOUNDATION RECOMMENDATIONS

5.1 General

Based on the information provided to us by MWM Design Group, Inc. there are four proposed structures at this site:

1) A 48 ft x 202 ft Materials Storage Pre-engineered Metal Building with a soil floor;
2) A 100 ft x 40 ft Covered Truck Parking Pre-engineered Metal Building with a soil floor;
3) A 53 ft x 72 ft Truck Wash CMU block building with steel roof structure; and
4) A Bulk Water Filling Station (J-Stand Type)

There also includes an area for future portable buildings of currently unknown size. It is our understanding that the Materials Storage Pre-engineered Metal Building with a soil floor and the Covered truck Parking Pre-engineered Metal Building with a soil floor will be moderately loaded structures, and the column loads will be supported by deep drilled shaft piers. We strongly recommend in lieu of soil or natural site covering, in order to prevent problems from rutting and erosion due to turning movements from large trucks and equipment, these structures use a floor of concrete or cement treated base.

Foundations being considered for the structures are slab-on-grade foundations for lightly loaded structures, and drilled shaft piers for relatively larger loads. Each of the four structures will be about 20 ft in height, and details of the structures are provided in Table 5-1 on the following page.

Table 5-1: Proposed Building Details and Foundations

Building / Structure	Size	Foundation
Covered Truck Parking	**100 ft. x 40 ft.**	**Drilled Shaft Piers**
Material Storage	**48 ft. x 202 ft.**	**Drilled Shaft Piers**
Truck Wash CMU	**53 ft. x 72 ft.**	**Slab on Grade***
Fixed Water Truck Filling Stand (J-Stand Type)	**--**	**Concrete Slab and Concrete Base**
Future Portable Buildings	**--**	**Lightly Loaded with less than 1000 psf**

*Slab on grade foundation with the potential combination of drilled pier foundation

We anticipate that the Truck Wash CMU block building with steel roof structure will be moderately loaded and may be supported on a slab-on-grade shallow foundation system potentially in combination of deep drilled shaft piers supporting the column loads. We anticipate that the Bulk Water Filling Station (J-Stand Type) structure will be lightly loaded and require a concrete base for the base of the stand, and pavement designed by others.

5.2 Potential Vertical Rise

Locally, Fat Clay (CH) and some Lean Clays (CL) are considered to have a moderate to high tendency to swell or expand when the moisture content increases. Similarly, when the moisture content decreases, there is an overall shrinkage of the soil mass. The shrink-swell movement may be assessed by estimating Potential Vertical Rise (PVR). The PVR represents the potential ability of a soil material at a specific density, moisture and loading condition to swell. PVR values were calculated by the TEX 124-E method for the upper 15 feet of soils at the site. The PVR value is provided to demonstrate the relative severity of the swell potential of the clays at the site. Typically, economical slab on grade foundations are appropriate when PVR is less than 1". A PVR greater than 1" can lead to movements that are typically unacceptable, and in this case would likely cause cracks in the floor or uneven floor areas, distortion of windows and door frames, or shearing of rigidly attached utilities. PVR values are provided for each building and pavement boring in Table 5-2 based on both the TxDOT TEX 124-E method and swell testing on in-situ samples at the site. As can be seen from the, the PVR at the building locations on this project site ranges from 0.2" to 0.8" making this site suitable for slab-on-grade lightly loaded structures without column loads. A PVR of 1.6" was calculated at boring B-5, away from the proposed structure locations and close to the site detention pond.

Table 5-2: Potential Vertical Rise

Building/Structure	Boring Number	PVR (inches) [Tex-124-E]	PVR (inches) [Swell Test]
Truck Wash CMU Block Building	B-1	0.2	--
Covered Truck Parking Pre-engineered Metal Building	B-2	0.4	--
Materials Storage Pre-engineered Metal Building	B-2, B-3	0.5	--
Bulk Water Filling Station (J-Stand Type)	B-4	0.3	--
Future Potential Building of Unknown Size	B-5	1.6	--
Future Portable Buildings	B-6	0.8	--
Pavement	B-7	0.7	0.2
Pavement	B-8	0.7	--
Pavement	B-9	0.3	~0

5.3 Slab-On-Grade Foundation

As previously noted, the proposed project includes construction of various structures and we understand the loadings of these proposed structures range from light to moderately heavy. For the relatively lightly loaded structures such as the Truck Wash, Covered Materials Storage, and Fixed Water Truck Stand buildings at this site, consideration could be given to use of conventionally reinforced, monolithic, slab-on-grade foundation system at this site provided the slab is situated on a properly placed select fill pad.

The slabs should also include integrated grade beams. Grade beams typically form a grid like pattern beneath the floor with the perimeter beam often used to support heavier wall and transfer loads. Based on the design information and our field investigation, a net allowable bearing pressure of 3,500 psf can be used for slab on grade design. Often a modulus of subgrade reaction (k) value is needed during design of slab on grade. If required, HVJ recommends using a modulus of subgrade reaction (k) value of 70 pounds per cubic inch. The building pad should be prepared as outlined in Section 6.

The use of a vapor retarder should be considered beneath the concrete slab-on-grade foundations in floor areas that will be covered with wood, tile, or other moisture sensitive or impervious coverings, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder, the designer and contractor should refer to ACI 302 for procedures and cautions regarding the use and placement of a vapor retarder.

For any flatwork outside the structures which will be sensitive to movement, subgrade should be considered. This consideration will be particularly important on surrounding sidewalk and paving immediately adjacent to the structure.

Post construction settlement for the slab-on-grade foundation described in this subsection should be approximately 1 inch or less, provided the site is prepared in accordance with the recommendations contained in this report. Settlement response of the foundation system will be influenced more by the quality of construction and fill placement than soil-structure interaction.

5.4 Select Fill

Non-expansive select fill should be utilized for all fill applications within the building limits. The select fill should consist of crushed limestone base material meeting the requirements of the Texas Department of Transportation (TxDOT) 2004 Standard Specification Item 247, Type A, Grade 3 or a low-plasticity clayey soil with a plasticity index between 7 and 15 percent, a maximum gravel content (percentage retained on No. 4 sieve) of 40 percent, and rocks no larger than four inches in their largest dimension.

The select fill should be placed in horizontal loose lifts of not more than 8 inches in thickness. Each lift should be compacted to a minimum of 95 percent of the maximum dry density as determined by TxDOT Method TEX-113-E for coarse-grained soils or TxDOT Method TEX-114-E for fine grained soils. The moisture content of the select fill should be above the optimum moisture content at the time of compaction.

5.5 Drilled Shaft Foundations

A deep foundation system supported on drilled shafts is typically used to support structures with relatively larger loads. For the case of the Materials Storage Pre-engineered Metal Building and Covered Truck Parking Pre-engineered Metal Building; these structures may not be heavily loaded, but they will not have any shallow foundation system and will require drilled shaft foundations to support walls and rooftop. These structures will have natural grade, soil or CTB flooring.

5.6 Design Recommendations

Loads imposed by the proposed structures at this site may be supported by straight shaft piers. Straight shaft piers are the preferred alternative since constructions inspections/verifications are easier to make than for belled-piers. Belled piers are not recommended for this site due to the cohesionless materials encountered. It is recommended that piers extend below the active zone (15 ft.) and capacity be calculated using Table 5-3. We recommend the piers have a minimum diameter of 2 feet for the all structures.

Due to encountering cohesionless soils with varying amounts of sands and gravels at this site, underreamed piers are not recommended as caving will prevent the bell from being formed. We recommend straight shaft piers with the aid of casing in these zones as presented in Table 5-3 below.

Based on the borings and unconfined compression strength tests performed on select samples, a bearing capacity analysis for drilled shafts was conducted following Drilled Shafts: Construction Procedures and Design Methods, Publication No. FHWA-NHI-10-016. The table below provides recommendations for allowable bearing capacity for the shafts. The values provide allowable (Factor of Safety = 2.0) end bearing pressures and skin friction values dependent on the minimum pier length and bearing stratum. Piers should extend at least to the sand layer at 18 to 18.5 ft below surface. This is a water bearing layer and we do not recommend considering end bearing until depths of the Taylor Clayshale.

Table 5-3: Allowable End Bearing and Skin Friction for Drilled Shafts

Structure	Depth (feet)	Bearing Stratum	Straight Drilled Shafts	
			Maximum Allowable Unit End Bearing Pressure (psf)	Maximum Allowable Unit Side† Friction (psf)
Truck Wash CMU block building	0-18	Clayey Sand (SC)	--	--
	18-29.5	Sandy Lean Clay (CL)	--	400(1)
	29.5-40	Taylor Clayshale	10,000	800
Covered Truck Parking	0-18	Clayey Sand (SC) and Sandy Lean Clay (CL)	--	--
	18-32.5	Poorly-Graded Sand with Silt (SP-SM)	--	400(1)
	32.5-40	Taylor Clayshale	10,000	800
Covered Materials Storage	0-18.5	Clayey Sand (SC) and Sandy Lean Clay (CL)	--	--
	18.5-38.5	Poorly-Graded Sand with Silt (SP-SM)	--	400(1)
	38.5-40	Taylor Clayshale	10,000	800

Notes:

† Side friction is to be ignored in piers when constructed with the use of casing.

1. Skin friction value to be applied only for that portion of the pier embedded below 15 feet of soil.

5.7 Uplift Load

The shaft of the drilled piers should be reinforced with sufficient vertical reinforcing steel to resist potential tension forces, which may be induced by expansion of the highly plastic soils observed at the site. The magnitude of the potential uplift force (in kips) induced on the shaft as a result of swelling clays can be estimated by multiplying the shaft diameter (in feet) by the uplift value of 20.

The amount of reinforcing steel required for the shaft can be computed by assuming that the dead load of the structure surcharges the pier and that the above estimated tensile force acts vertically on the shaft. The shafts of the drilled piers should be reinforced with sufficient vertical reinforcing steel as determined the Engineer.

5.8 Lateral Shaft Capacity

Foundation elements often have to withstand significant lateral loads and bending moments in addition to axial loads. Wind forces are a form of lateral loading. Lateral loads and moments on a drilled shaft will be countered by the mobilization of resistance in the surrounding soils as the shaft deflects. The lateral load capacity of the shaft, therefore, will depend on its relative stiffness, and the strength of the surrounding soils. A rational analysis of a problem involving lateral loading on a shaft must consider the interaction of the soil and the structure. Equilibrium of forces and compatibility of displacements throughout the total system are the two fundamental conditions that are to be satisfied in the analysis. Lateral load analysis should be performed using software such as

LPILE, which provides lateral load capacity curves. LPILE parameters have been provided in Appendix B.

5.9 Group Effects

If column loads or spacing require the use of groups of piers, a minimum center-to-center spacing of 2.5 shaft diameters should be used to develop the end bearing values given previously. For greater spacing, the total capacity will be equal to the sum of the capacities for individual piers in the group. The group capacity may be less than the sum of individual capacities at closer spacing. If closer spacing is planned, HVJ should be contacted to assess group capacity.

5.10 Seismic Site Classification

Based on the undrained shear strength of soils obtained by unconfined compressive strength tests and pocket penetrometer readings, the soils on site have a seismic site classification of Site Class D. This classification is in accordance to Chapter 20 of ASCE 7.

6 CONSTRUCTION CONSIDERATIONS

6.1 Grade Beam and Base Slabs

Exposure to the environment may weaken the soils at the footing or grade beam bearing level if the foundation excavations remain open for too long a time. Foundation concrete should be placed on the same day that excavations are completed. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the foundation excavation bottom prior to concrete placement.

6.2 Earthwork

Clay soil is very sensitive to changes in moisture content and thus the subgrade support capacity will reduce when the moisture content increases. Effort should be made to keep fill, slab, and foundation subgrade areas properly drained and free of ponding water.

Fill materials should not be placed upon soils that have been recently subjected to precipitation or saturation. All wet soils should be removed or allowed to dry prior to continuation of fill placement operations.

If construction is performed during seasons that experience frequent rainfall, the building pad area can be initially graded high or "crowned" to protect the subgrade from the excess rainfall. The additional fill can be removed when slab construction can begin.

Certain construction practices can reduce the magnitude of problems associated with moisture content increases in subgrade soils. For instance, the contractor can seal exposed subgrade areas at the end of the work day with a smooth drum roller to reduce the potential for infiltration of water into the subgrade.

6.3 Groundwater and Runoff Control

The surface of the site should be kept properly graded to enhance drainage of precipitation away from the excavation(s). HVJ recommends that an attempt be made to enhance the natural drainage

without interrupting its pattern. Site grades should be continuously evaluated to assure that surface runoff will drain away from the foundation/slab construction area. Surface water/precipitation that enters and ponds in the excavation(s) will need to be removed using a pump and sump method or equivalent.

Control of surface water or groundwater should be accomplished in a manner that will preserve the strength of the foundation soils, will not cause instability of the excavation; and will not result in damage to existing structures.

6.4 Drilled Shaft Construction Recommendations

Drilled shaft construction and installation should follow TxDOT Standard Specification Item 416, TxDOT Construction Bulletin C-9, and ACI 336.1-01. Slurry displacement methods for drilled shaft construction are allowed under TxDOT Standard Specifications. Presented below are a few specific recommendations for drilled shaft construction.

1. Excavations for piers must be maintained in the dry. The subsurface characterization indicates the long term groundwater table is below the anticipated depth of the piers. However localized perched groundwater could be present or may be present in the future, particularly if construction proceeds during a wet period. If encountered perched groundwater will seep into the shaft excavation. In some cases, rapid placement of steel and concrete may permit shaft installation to proceed; however the seepage rates could be significant enough to require the use of temporary casing for proper installation. The casing should be seated in the bearing stratum with all water and most loose material removed prior to the design penetration.

2. Drilled shaft excavations should be inspected for verticality and side sloughing. Verticality is specified at one inch in ten feet of the shaft length, and should be checked to the full depth of dry augering prior to introducing drilling mud.

3. Before the placement of concrete, the shaft bottom should be cleaned out with a drilling bucket in order to remove any sediment that may not be displaced by the concrete. The shaft bottoms should be cleaned with a "clean-out" bucket until rotation on the bottom without crowd (i.e. penetration under force) produces little spoil. Probing after clean out is essential to verify the condition of the base of the shaft.

4. Concrete placement should be accomplished as directed in TxDOT Standard Specification Item 416.3.F. The tremie pipe diameter should be at least eight times as large as the largest concrete aggregate size.

5. A computation of the final concrete volume for each shaft should be made. Shafts taking an unreasonably high or low volume of concrete should be cored to check their integrity.

6. If casing is used, it should be extracted slowly and smoothly with a vibratory hammer. The casing should always remain at least one foot below the level of the concrete during placement.

7. Shaft excavations should not be made within three shaft diameters (edge to edge) of shafts that have been concreted within the last 24 hours.

6.5 Anticipated Settlement

The anticipated settlement for the foundation using drilled shafts designed in accordance with these recommendations will have total settlements of less than one inch and differential settlements of less than 1 inch. Differential settlement refers to the difference in settlement across an individual foundation.

6.6 Monitoring Drilled Shaft Construction

The performance of the drilled piers is highly dependent of the quality of the installation. Therefore, the construction of drilled piers should be observed continuously during construction by a Geotechnical Engineer (or qualified Engineering Technician) to document the drilling conditions encountered, the cleaning of the bottom of the shaft, the type of bearing material, the depth and diameter of pier, the size, number, configuration, and grade of steel reinforcement, and the volume of concrete used.

Concrete material should be sampled and tested for compressive strength and placement operations should be monitored to record concrete slump, temperature, and age at time of placement. If slurry is used, properties such as specific gravity and viscosity should be tested and documented. During concrete placement, the elevation of the concrete should be monitored and at no time should the relative elevation of the concrete increase during casing extraction. This event implies that the concrete is adhering to the casing, causing a vacuum condition and possible soil intrusion into the shaft. If any piers are contaminated in this way, coring should be performed to determine pier integrity.

7 FIELD OBSERVATION AND TESTING

7.1 General

The performance of foundations and floor slabs is primarily controlled by the quality of the construction. To prevent misinterpretation of our recommendations, it is recommended that either HVJ or another accredited construction materials testing firm be retained to provide on-site observation and testing. Specific recommendations for field observation and testing are indicated in the following subsections.

7.2 Earthwork

Field observations and testing should be performed during earthwork operations to verify and document proper construction. Stripping should be observed by a Geotechnical Engineer (or qualified Engineering Technician) to help locate unsuitable materials that should be removed prior to placement of fill, grade beams and floor slabs. Field observation should include final approval of subgrade prior to placement of compacted select fill, grade beams, and slabs. Proof-rolling should be performed by a heavy rubber-tired vehicle such as a loaded dump truck within the building area. Appropriate laboratory tests such as Proctor moisture-density tests should be performed on samples of the subgrade and select fill material. Field moisture-density testing should be conducted on the re-compacted subgrade, as well as during placement of the select fill. The frequency of field density

testing should be in accordance with local municipal agency guidelines or standard of practice. We further recommend the lift thicknesses and any variations is material type be observed during placement of the select fill.

7.3 Slab Grade Beams

Prior to concrete placement, a Geotechnical Engineer (or qualified Engineering Technician) should observe and test the foundation subgrade to determine if the foundations are being placed on suitable material and to determine if all loose material has been removed. In areas where the subgrade is soft or loose, the soil should be removed and foundations lowered to bear on firm natural soils or foundation subgrade elevations can be restored using lean (lightweight) concrete (e.g. 2,000 psi).

If project plans indicate that some footings are designed with one bearing pressure and others are designed with a different bearing pressure, evaluation of the subgrade is extremely important. The General Contractor and the third party testing firm must be diligent in performing this evaluation.

Footing dimensions and reinforcing steel should also be observed. Concrete material should be sampled and tested for compressive strength, and placement operations should be monitored to record concrete slump, temperature, and age at time of placement. Concrete batch tickets should be provided by the supplier so that water-cement ratios and cement content can be checked and documented.

7.4 Slab-on-Grade

The construction of slab-on-grade (i.e. concrete floor slabs) should be observed by a Geotechnical Engineer (or qualified Engineering Technician) to document proper construction. Proof-rolling and compaction of the slab subgrade should also be observed. Proper placement of select fill, plastic vapor and moisture barriers, and steel mesh or steel reinforcement should be observed and documented. Concrete should be sampled and tested for compressive strength, and the concrete placement operation should be observed to sample and test concrete for slump, temperature, and batch-to-placement time.

8 LIMITATIONS

This investigation was performed for the exclusive use of MWM Design Group, Inc. and the City of Austin to provide a geotechnical data report for proposed Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash Project in Austin. HVJ Associates® has endeavored to comply with generally accepted geotechnical engineering practices common in the local area. HVJ Associates® makes no warranty, express or implied. The analyses and recommendations contained in this report are based on data obtained from subsurface exploration, laboratory testing, the project information provided to us and our experience with similar soils and site conditions.

The methods used indicate subsurface conditions only at the specific locations where samples were obtained, only at the time they were obtained, and only to the depths penetrated. Samples cannot be relied on to accurately reflect the strata variations that usually exist between sampling locations. Should any subsurface conditions other than those described in our boring logs be encountered, HVJ Associates® should be immediately notified so that further investigation and supplemental recommendations can be provided.

In the event that any changes in the nature, design, or location of the improvements are made, the conclusions and recommendations in this report should not be considered valid until the changes are reviewed and the conclusions and recommendations modified or verified in writing by HVJ Associates®.

PLATES

IMAGE SOURCE: Geologic Map of the Austin Area, Texas

MAP LOCATION

HVJ ASSOCIATES

SCALE: NTS		
DATE: 8/10/2018		
DRAWN BY: MM	PROJ. CHK: EG	APPRV. BY: JS

SITE VICINITY MAP
DALTON LN UTILITIES AND METAL COVERED PARKING AND STORAGE
AUSTIN, TEXAS

PROJECT NO.: AG 16 10337.1	FILENAME: VIC	PLATE 1

DATE: 8/10/2018 2:37:22 PM
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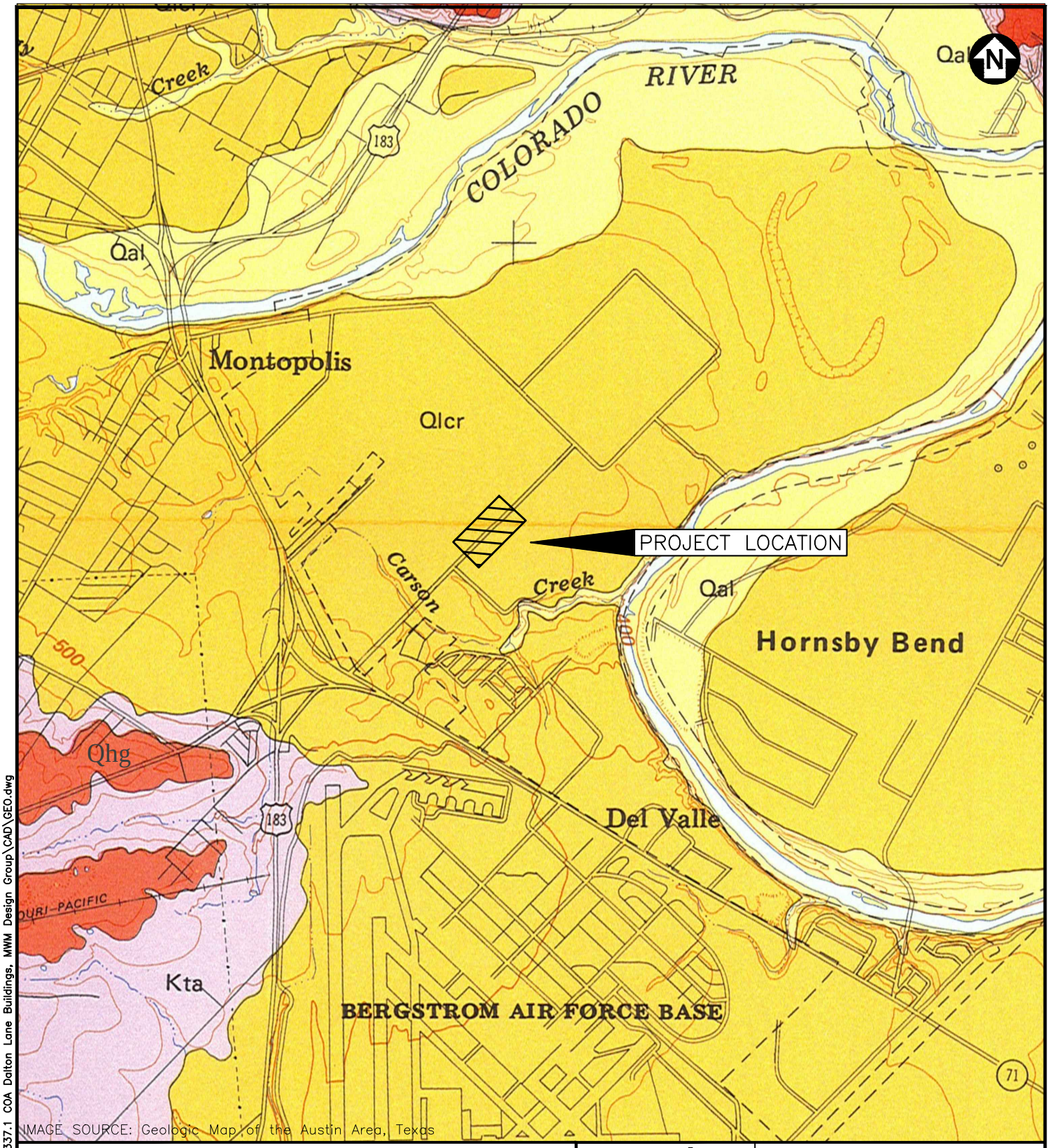

LEGEND

Qlcr Lower Colorado River Terrace Deposits
Qal Alluvium
Kta Taylor Group
Qhg High Gravel Deposits

MAP LOCATION

HVJ ASSOCIATES

SCALE: NTS		
DATE: 8/10/2018		
DRAWN BY: MM	PROJ. CHK: EG	APPRV. BY: JS

GEOLOGY MAP
DALTON LN UTILITIES AND METAL
COVERED PARKING AND STORAGE
AUSTIN, TEXAS

PROJECT NO.: AG 16 10337.1	FILENAME: GEO	PLATE 2

DATE: 8/10/2018 2:41:27 PM
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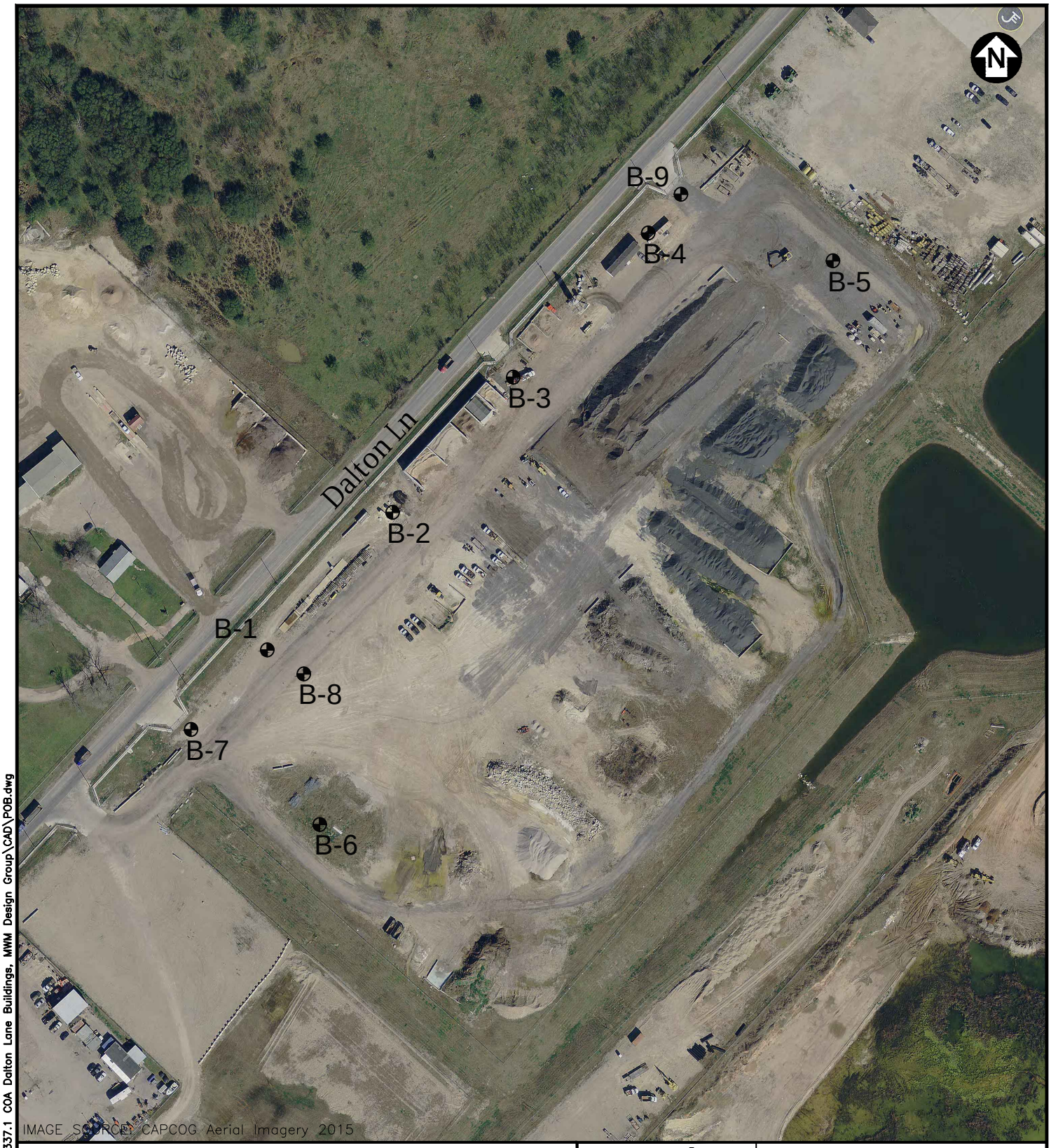


◐ Boring Location

MAP LOCATION

HVJ ASSOCIATES

SCALE: 1" = 200'		
DATE: 8/10/2018		
DRAWN BY: MM	PROJ. CHK: EG	APPRV. BY: JS

PLAN OF BORINGS
DALTON LN UTILITIES AND METAL
COVERED PARKING AND STORAGE
AUSTIN, TEXAS

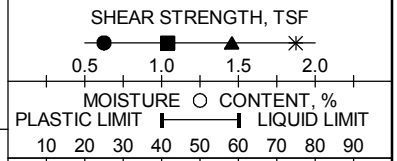
PROJECT NO.: AG 16 10337.1	FILENAME: POB	PLATE 3

DATE: 4/20/2016 9:50 AM
FILE: P:\GEO\Projects\2016\AG 16 10337.1 COA Dalton Lane Buildings, MWM Design Group\CAD\POB.dwg

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-1
Date: 8/9/2018
Elevation: 445.8 feet
Groundwater during drilling: ---
Northing: 10,058,292.0
Station: --
Groundwater after drilling: 23.5 feet
Easting: 3,138,197.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF
445 (0)	PP = 4.5+ tsf; 25-37-19; 19-26-22	Light gray to brown, very dense, **CLAYEY SAND (SC),** semi-moist, with trace gravel. [Lower Colorado River Terrace Deposits]	28	
440 (5)	3-3-3; PP = N/A	Reddish brown, soft, **SANDY LEAN CLAY (CL),** moist, with trace calcareous deposits. [Lower Colorado River Terrace Deposits]	56	
435 (10), 430 (15)	4-6-2		53	
(20)	14-21-25	Reddish brown, dense to medium dense, **POORLY GRADED SAND WITH SILT (SP-SM),** moist, with trace gravel. [Lower Colorado River Terrace Deposits]		



Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

PLATE 4a

HVJ ASSOCIATES

LOG OF SOIL BORING AG 16 10337.1 - DALTON LANE BUILDINGS & TRUCK WASH.GPJ HVJ.GDT 8/9/19

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-1
Date: 8/9/2018
Elevation: 445.8 feet
Groundwater during drilling: ---
Northing: 10,058,292.0
Station: --
Groundwater after drilling: 23.5 feet
Easting: 3,138,197.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF	SHEAR STRENGTH, TSF (0.5, 1.0, 1.5, 2.0) / MOISTURE ○ CONTENT, % (PLASTIC LIMIT — LIQUID LIMIT) (10 20 30 40 50 60 70 80 90)
20		Reddish brown, dense to medium dense, **POORLY GRADED SAND WITH SILT(SP-SM),** moist, with trace gravel. (continued..) [Lower Colorado River Terrace Deposits]			
425					
	7-5-5		8		○
25					
420					
	21-50/5"				
		Gray, low hardness, **CLAYSHALE,** moderately to highly weathered. [Taylor Group]			
30					
415					
	19-50/6"				
35					
410					
	36-50/6"				
40					

Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

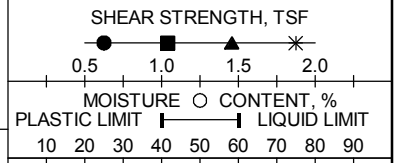
PLATE 4b

HVJ ASSOCIATES

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-2
Date: 8/9/2018
Elevation: 447.5 feet
Groundwater during drilling: ---
Northing: 10,058,476.0
Station: --
Groundwater after drilling: 22 feet
Easting: 3,138,385.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF
0	21-14-9	Light gray to orange, medium dense to dense, **CLAYEY SAND (SC),** semi-moist, with trace gravel. [Lower Colorado River Terrace Deposits]		
445	5-15-33		43	
			21	
5	30-25-22			
	5-3-4	Red, soft, **SANDY LEAN CLAY (CL),** moist. [Lower Colorado River Terrace Deposits]		
440	3-3-2			
10				
435	3-3-3			
15				
430		- 6" gravel layer encountered at 17 ft.		
	5-8-8	Orange to light brown, dense to medium dense, **POORLY GRADED SAND WITH SILT (SP-SM),** moist, with trace gravel. [Lower Colorado River Terrace Deposits]		
20				



Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

PLATE 5a

HVJ ASSOCIATES

LOG OF SOIL BORING AG 16 10337.1 - DALTON LANE BUILDINGS & TRUCK WASH.GPJ HVJ.GDT 8/9/19

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-2
Date: 8/9/2018
Elevation: 447.5 feet
Groundwater during drilling: ---
Northing: 10,058,476.0
Station: --
Groundwater after drilling: 22 feet
Easting: 3,138,385.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF	SHEAR STRENGTH, TSF (0.5, 1.0, 1.5, 2.0) / MOISTURE ○ CONTENT, % PLASTIC LIMIT — LIQUID LIMIT (10 20 30 40 50 60 70 80 90)
20		Orange to light brown, dense to medium dense, **POORLY GRADED SAND WITH SILT (SP-SM),** moist, with trace gravel. (continued..) [Lower Colorado River Terrace Deposits]			
425					
	3-5-12				
		- Non-plastic material of Plasticity Index = 3.	6		○
25					
420					
	10-24-12				
30					
415		Gray, low hardness, **CLAYSHALE,** moderately to highly weathered. [Taylor Group]			
	23-27-27				
35					
410					
	31-50/6"				
40					

Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

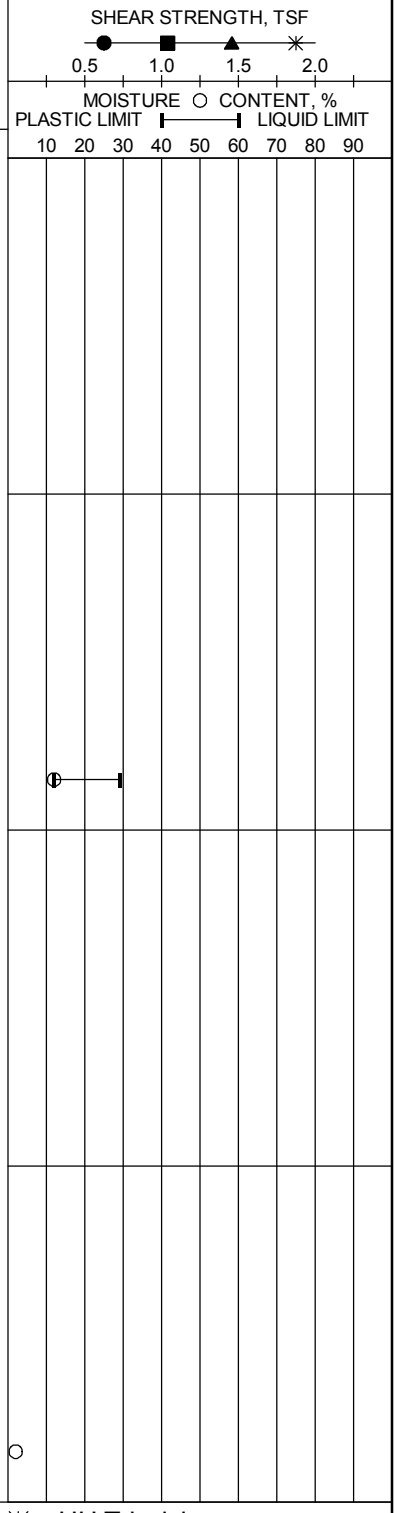
PLATE 5b

HVJ ASSOCIATES

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-3
Date: 8/9/2018
Elevation: 447.5 feet
Groundwater during drilling: ---
Northing: 10,058,653.0
Station: --
Groundwater after drilling: 28 feet
Easting: 3,138,569.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF
0	30-20-7	Light gray to reddish brown, medium dense to very dense, **CLAYEY SAND (SC),** moist, with trace gravel. [Lower Colorado River Terrace Deposits]		
445	50/3"			
	50/5.5"			
5				
	5-5-5			
440				
	5-6-6	Reddish brown to light red, soft to stiff, **SANDY LEAN CLAY (CL),** moist. [Lower Colorado River Terrace Deposits]	65	
10				
435	PP = 4.25 tsf			
15				
430		- Gravel encountered at 17 ft.		
	8-9-10	Light orange, medium dense, **POORLY GRADED SAND WITH SILT (SP-SM),** moist. [Lower Colorado River Terrace Deposits] - Non-plastic material of Plasticity Index = 1.	5	
20				



Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

PLATE 6a

HVJ ASSOCIATES

LOG OF SOIL BORING AG 16 10337.1 - DALTON LANE BUILDINGS & TRUCK WASH.GPJ HVJ.GDT 8/9/19

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-3
Date: 8/9/2018
Elevation: 447.5 feet
Groundwater during drilling: ---
Northing: 10,058,653.0
Station: --
Groundwater after drilling: 28 feet
Easting: 3,138,569.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF	SHEAR STRENGTH, TSF (0.5, 1.0, 1.5, 2.0) / MOISTURE CONTENT, % (PLASTIC LIMIT – LIQUID LIMIT) (10 20 30 40 50 60 70 80 90)
20		Light orange, medium dense, **POORLY GRADED SAND WITH SILT (SP-SM),** moist. (continued..) [Lower Colorado River Terrace Deposits]			
425					
	5-23-50/5"				
		- Gravel encountered at 24ft.			
25					
420					
	13-6-12				
30					
415					
	15-15-10				
35					
410					
	7-26-33	Gray, low hardness, **CLAYSHALE,** moderately to highly weathered. [Taylor Group]			
40					

Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

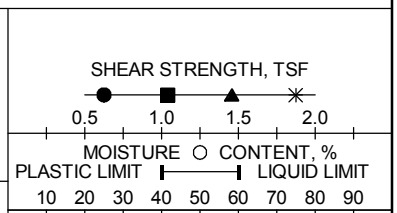
PLATE 6b

HVJ ASSOCIATES

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-4
Date: 8/10/2018
Elevation: 449 feet
Groundwater during drilling: ---
Northing: 10,058,879.0
Station: --
Groundwater after drilling: 28.5 feet
Easting: 3,138,747.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF
0	18-50/6"	Tan, very dense, **CLAYEY SAND (SC),** moist, with trace gravel. [Lower Colorado River Terrace Deposits]	30	
	50/6"			
445				
5	23-9-5	Reddish brown, soft, **SANDY LEAN CLAY (CL),** moist. [Lower Colorado River Terrace Deposits]	67	
	3-3-4			
	1-2-3			
440				
10		Reddish brown to tan, medium dense to very dense, **POORLY GRADED SAND WITH SILT (SP-SM),** moist, with trace gravel. [Lower Colorado River Terrace Deposits]		
	PP = 2.5 tsf			
435		- Non-plastic material of Plasticity Index = 3.	23	
15				
		- Gravel encountered at 18 ft.		
	5-9-10			
430				
20				



Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

PLATE 7a

HVJ ASSOCIATES

LOG OF SOIL BORING AG 16 10337.1 - DALTON LANE BUILDINGS & TRUCK WASH.GPJ HVJ.GDT 8/9/19

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-4
Date: 8/10/2018
Elevation: 449 feet
Groundwater during drilling: ---
Northing: 10,058,879.0
Station: --
Groundwater after drilling: 28.5 feet
Easting: 3,138,747.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF	SHEAR STRENGTH, TSF (0.5, 1.0, 1.5, 2.0) / MOISTURE ○ CONTENT, % PLASTIC LIMIT — LIQUID LIMIT (10 20 30 40 50 60 70 80 90)
20		Reddish brown to tan, medium dense to very dense, **POORLY GRADED SAND WITH SILT (SP-SM),** moist, with gravel traces. (continued..) [Lower Colorado River Terrace Deposits]			
425 / 25	4-25-50/5.5"		4		○
420 / 30	6-15-12				
415 / 35	50/2"	- Gravel encountered at 32.5 ft			
410 / 40	16-50/5.5"	Gray, low hardness, **CLAYSHALE,** moderately to highly weathered. [Taylor Group]			

Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

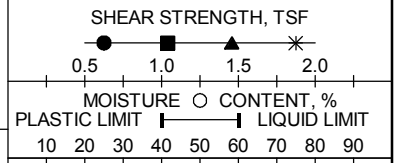
PLATE 7b

HVJ ASSOCIATES

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-5
Date: 8/10/2018
Elevation: 447.6 feet
Groundwater during drilling: ---
Northing: 10,058,832.0
Station: --
Groundwater after drilling: 27 feet
Easting: 3,139,038.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF
0	3-2-3	Brown to black, loose, **POORLY GRADED SAND WITH CLAY (SP-SC),** moist, with trace gravel. [Lower Colorado River Terrace Deposits]		
445	4-3-7		11	
	1-2-2			
5		Dark brown to gray, soft, **FAT CLAY (CH),** moist, with trace gravel. [Lower Colorado River Terrace Deposits]		
	PP = 2.75 tsf			
440				99
	PP = N/A			
			69	
10				
435				
	2-2-3			
15				
430				
	3-4-4			
20				



Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

PLATE 8a

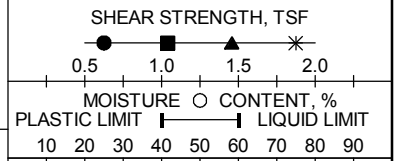
HVJ ASSOCIATES

LOG OF SOIL BORING AG 16 10337.1 - DALTON LANE BUILDINGS & TRUCK WASH.GPJ HVJ.GDT 8/9/19

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-5
Date: 8/10/2018
Elevation: 447.6 feet
Groundwater during drilling: ---
Northing: 10,058,832.0
Station: --
Groundwater after drilling: 27 feet
Easting: 3,139,038.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF
20		Dark brown to gray, soft, **FAT CLAY (CH),** moist, with trace gravel. (continued..) [Lower Colorado River Terrace Deposits] - Gravel encountered at 21 ft.		
425	PP = N/A		55	
25		Brown to light gray, loose to medium dense, **SILTY SAND (SM),** moist. [Lower Colorado River Terrace Deposits]		
420	PP = N/A			
30				
415	PP = 4.5+ tsf			109
35				
410	32-46-44	Gray, low hardness, **CLAYSHALE,** moderately to highly weathered. [Taylor Group]		
40				



Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

PLATE 8b

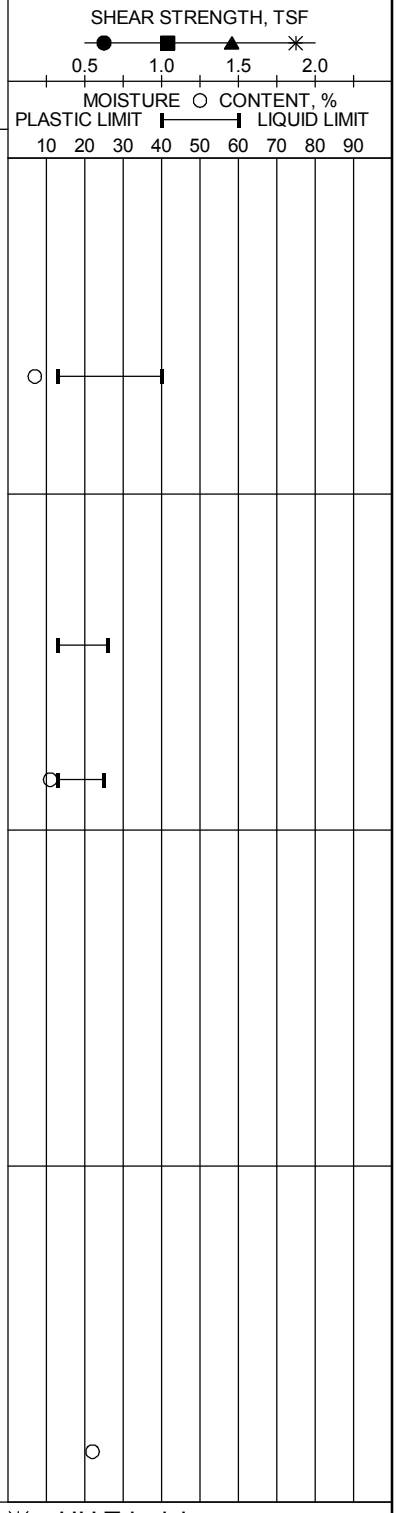
HVJ ASSOCIATES

LOG OF SOIL BORING AG 16 10337.1 - DALTON LANE BUILDINGS & TRUCK WASH.GPJ HVJ.GDT 8/9/19

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-6
Date: 8/10/2018
Elevation: 443.5 feet
Groundwater during drilling: ---
Northing: 10,058,016.0
Station: --
Groundwater after drilling: 22.5 feet
Easting: 3,138,272.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF
0	14-13-16	Brown to light gray, medium dense, **CLAYEY SAND (SC),** moist, with trace gravel. [Lower Colorado River Terrace Deposits]		
	15-12-14			
440			28	
	12-14-7			
5				
	3-5-5			
435	6-5-4			
			24	
10				
430	7-4-11	- Gravel encountered at 13.5 ft.		
15				
425	8-3-4	Brown, soft, **LEAN CLAY (CL),** moist, with ferrous stain. [Lower Colorado River Terrace Deposits]		
			94	
20				



Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

PLATE 9a

HVJ ASSOCIATES

LOG OF SOIL BORING AG 16 10337.1 - DALTON LANE BUILDINGS & TRUCK WASH.GPJ HVJ.GDT 8/9/19

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-6
Date: 8/10/2018
Elevation: 443.5 feet
Groundwater during drilling: ---
Northing: 10,058,016.0
Station: --
Groundwater after drilling: 22.5 feet
Easting: 3,138,272.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF	SHEAR STRENGTH, TSF (0.5, 1.0, 1.5, 2.0) / MOISTURE ○ CONTENT, % (PLASTIC LIMIT — LIQUID LIMIT; 10 20 30 40 50 60 70 80 90)
20		Brown to light gray, medium dense, **CLAYEY SAND (SC),** moist, with trace gravel. [Lower Colorado River Terrace Deposits]			
420	7-33-50/5"	Brown, very dense, **SILTY CLAYEY SAND (SC-SM),** moist. [Lower Colorado River Terrace Deposits]			
25		Gray, low hardness, **CLAYSHALE,** moderately to highly weathered. [Taylor Group]			
415	21-29-50/5"				
30					
410	50/6"				
35					
405	36-50/6"				
40					

Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

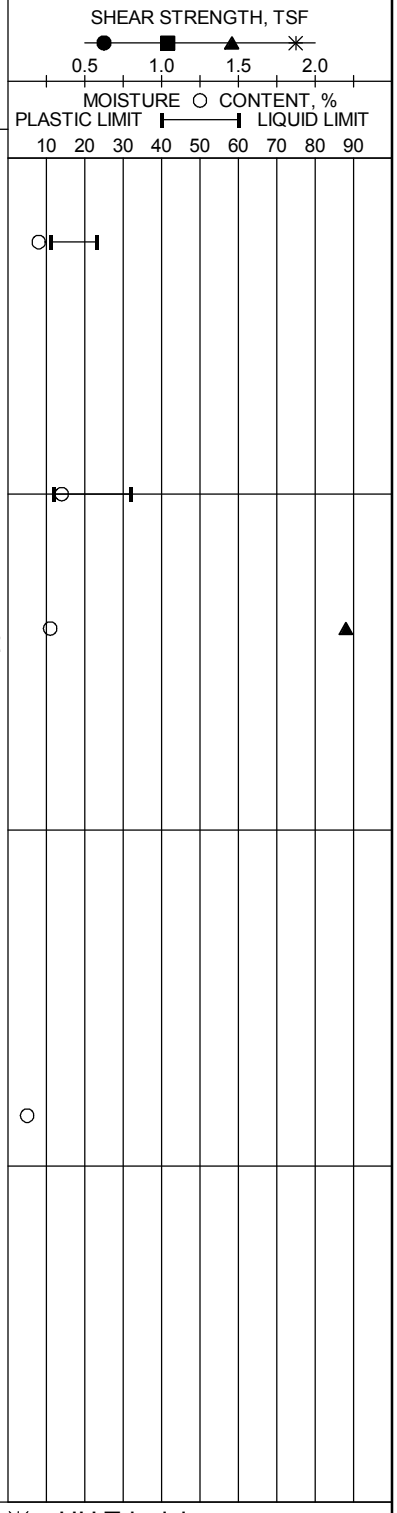
PLATE 9b

HVJ ASSOCIATES

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-7
Date: 8/13/2018
Elevation: 444.7 feet
Groundwater during drilling: ---
Northing: 10,058,224.0
Station: --
Groundwater after drilling: ---
Easting: 3,138,203.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF
0	22-14-9	Brown, medium dense, **CLAYEY SAND (SC),** moist, with gravel traces. [Lower Colorado River Terrace Deposits]	31	
	4-7-8			
440 / 5	PP = 4.5+ tsf	Reddish brown, very stiff, **SANDY LEAN CLAY (CL),** moist, with shell fragments. [Lower Colorado River Terrace Deposits]	60	122
	PP = 4.5+ tsf			
435 / 10	PP = 4.5+ tsf			
		Light red, medium dense, **SILTY SAND (SM),** moist, with shell fragments. [Lower Colorado River Terrace Deposits]		
430 / 15	4-5-10		16	
425 / 20				



Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

PLATE 10

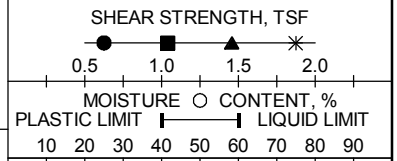
HVJ ASSOCIATES

LOG OF SOIL BORING AG 16 10337.1 - DALTON LANE BUILDINGS & TRUCK WASH.GPJ HVJ.GDT 8/9/19

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-8
Date: 8/13/2018
Elevation: 445.3 feet
Groundwater during drilling: ---
Northing: 10,058,146.0
Station: --
Groundwater after drilling: ---
Easting: 3,138,096.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF
445 / 0	18-15-11; PP = 4.5 tsf; 35-32-25	Light grey to brown, medium dense to very dense, **CLAYEY SAND (SC),** moist, with trace gravel. [Lower Colorado River Terrace Deposits]	43	
440 / 5	PP = 4.5+ tsf; PP = 4.5+ tsf	Reddish brown, very stiff, **SANDY LEAN CLAY (CL),** moist. [Lower Colorado River Terrace Deposits]	52	111
435 / 10	4-5-4	Light red, medium dense, **SILTY SAND (SM),** moist, with shell fragments. [Lower Colorado River Terrace Deposits]		
430 / 15				
20				



Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

PLATE 11

HVJ ASSOCIATES

LOG OF SOIL BORING AG 16 10337.1 - DALTON LANE BUILDINGS & TRUCK WASH.GPJ HVJ.GDT 8/9/19

LOG OF BORING

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project No.: AG 16 10337.1
Boring No.: B-9
Date: 8/13/2018
Elevation: 449 feet
Groundwater during drilling: ---
Northing: 10,058,949.0
Station: --
Groundwater after drilling: ---
Easting: 3,138,824.0
Offset: --

ELEV. DEPTH, FEET	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	SOIL/ROCK CLASSIFICATION	% PASSING NO. 200 SIEVE	DRY DENSITY PCF
0		**6" Asphaltic Concrete**		
		12" Flexbase		
	50/5.5"	Brown to reddish brown, dense, **POORLY GRADED SAND WITH CLAY (SP-SC),** moist, with trace gravel. [Lower Colorado River Terrace Deposits]	7	
445				
5	10-3-3	Reddish brown, soft to stiff, **SANDY LEAN CLAY (CL),** moist. [Lower Colorado River Terrace Deposits]		
	PP = 4.5+ tsf			
	PP = 4.0 tsf			
440				
10				
		Orange brown, loose to medium dense, **SILTY SAND (SM),** moist. [Lower Colorado River Terrace Deposits]		
	PP = N/A			
435		- Non-plastic material with Plasticity Index = 2.	35	
15				
430				
20				

SHEAR STRENGTH, TSF: 0.5, 1.0, 1.5, 2.0

MOISTURE ○ CONTENT, %
PLASTIC LIMIT ⊢—⊣ LIQUID LIMIT
10 20 30 40 50 60 70 80 90

Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✳ = UU Triaxial

PLATE 12

HVJ ASSOCIATES

SOIL SYMBOLS

Soil Types

Clay | Silt | Sand | Fill

Modifiers

Clayey | Silty | Sandy Clay | Cemented

Construction Materials

Asphaltic Concrete | Stabilized Base | Fill or Debris | Base

SAMPLER TYPES

- Thin Walled Shelby Tube
- No Recovery
- Split Barrel
- Auger
- THD Cone Penetration Test
- Jar Sample

WATER LEVEL SYMBOLS

- Groundwater level determined during drilling operations
- Groundwater level after drilling in open borehole or piezometer

SOIL GRAIN SIZE

Classification	Particle Size	Particle Size or Sieve No. (U.S. Standard)
Clay	< 0.002 mm	< 0.002 mm
Silt	0.002 - 0.075 mm	0.002 mm - #200 sieve
Sand	0.075 - 4.75 mm	#200 sieve - #4 sieve
Gravel	4.75 - 75 mm	#4 sieve - 3 in.
Cobble	75 - 200 mm	3 in. - 8 in.
Boulder	> 200 mm	> 8 in.

DENSITY OF COHESIONLESS SOILS

Descriptive Term	Penetration Resistance "N" * Blows/Foot
Very Loose	0 - 4
Loose	4 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	> 50

CONSISTENCY OF COHESIVE SOILS

Consistency	Undrained Shear Strength (tsf)
Very Soft	0 - 0.125
Soft	0.125 - 0.25
Firm	0.25 - 0.5
Stiff	0.5 - 1.0
Very Stiff	1.0 - 2.0
Hard	> 2.0

PENETRATION RESISTANCE

3/6	Blows required to penetrate each of three consecutive 6-inch increments per ASTM D-1586 *
50/4"	If more than 50 blows are required, driving is discontinued and penetration at 50 blows is noted
0/18"	Sampler penetrated full depth under weight of drill rods and hammer

* The N value is taken as the blows required to penetrate the final 12 inches

TERMS DESCRIBING SOIL STRUCTURE

Slickensided	Fracture planes appear polished or glossy, sometimes striated
Fissured	Breaks along definite planes of fracture with little resistance to fracturing
Inclusion	Small pockets of different soils, such as small lenses of sand scattered through a mass of clay
Parting	Inclusion less than 1/4 inch thick extending through the sample
Seam	Inclusion 1/4 inch to 3 inches thick extending through the sample
Layer	Inclusion greater than 3 inches thick extending through the sample
Laminated	Soil sample composed of alternating partings of different soil type
Stratified	Soil sample composed of alternating seams or layers of different soil type
Intermixed	Soil sample composed of pockets of different soil type and laminated or stratified structure is not evident
Calcareous	Having appreciable quantities of calcium carbonate
Ferrous	Having appreciable quantities of iron
Nodule	A small mass of irregular shape

HVJ ASSOCIATES

PROJECT NO.: AG 16 10337.1

DRAWING NO.: PLATE 13A

KEY TO TERMS AND SYMBOLS USED ON BORING LOGS FOR SOIL

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ROCK TYPES

- Limestone
- Shale
- Sandstone
- Highly Weathered Limestone
- Weathered Shale
- Weathered Sandstone
- Weathered Limestone
- Dolomite
- Granite

SAMPLER TYPES

- Thin-Walled Tube
- Rock Core
- Standard Penetration Test
- Auger
- THD Cone Penetration Test
- Bag Sample

SOLUTION AND VOID CONDITIONS

Void	Interstice; a general term for pore space or other openings in rock.
Cavities	Small solutional concavities.
Vuggy	Containing small cavities, usually lined with a mineral of different composition from that of the surrounding rock.
Vesicular	Containing numerous small, unlined cavities, formed by expansion of gas bubbles or steam during solidification of the rock.
Porous	Containing pores, interstices, or other openings which may or may not interconnect.
Cavernous	Containing cavities or caverns, sometimes quite large. Most frequent in limestones and dolomites.

HARDNESS

Friable	Crumbles under hand pressure
Low Hardness	Can be carved with a knife, or UCS less than 100 tsf
Moderately Hard	Can be scratched easily with a knife, or UCS between 100 and 250 tsf
Hard	Can be scratched rarely with a knife, or UCS greater than 250 tsf
Very Hard	Cannot be scratched with a knife

WEATHERING GRADES OF ROCKMASS (1)

Slightly	Discoloration indicates weathering of rock material and discontinuity surfaces.
Moderately	Less than half of the rock material is decomposed or disintegrated to a soil.
Highly	More than half of the rock material is decomposed or disintegrated to a soil.
Completely	All rock material is decomposed and/or disintegrated into soil. The original mass structure is still largely intact.
Residual Soil	All rock material is converted to soil. The mass structure and material fabric are destroyed.

DISCONTINUITY DESCRIPTION

Quantity of Discontinuities per Length

D - number of discontinuities per length

Dip of Discontinuity: measured relative to a plane normal to the core axis

H - High Angle, 60-90 degrees
M - Medium Angle, 30-60 degrees
L - Low Angle, 0-30 degrees

Surface Shape of Discontinuity

P - Planar
U - Undulating

Aperture (inches)

Unless otherwise noted, all discontinuities noted were tight

Weathering

UW - Unweathered; surface in its natural state without visible decomposition or discoloration
SW - Slightly weathered; surface is slightly discolored with no visible decomposition
W - Weathered; surface is completely discolored with zone of decomposed rock

Roughness of Surface

SLK - Slickensided; surface has smooth, glassy finish with visual evidence of striations
S - Smooth; surface appears smooth and feels so to the touch
SR - Slightly Rough; asperities on the discontinuity surfaces are distinguishable and can be felt
R - Rough; some ridges and side-angle steps are evident; asperities are clearly visible, and discontinuity surface feels very abrasive
VR - Very Rough; near vertical steps and ridges occur on the discontinuity surface

REFERENCES:

(1) British Standard (1981) Code of Practice for Site Investigation, BS 5930.

(2) The Bridge Div., Tx. Highway Dept. Foundation Exploration & Design Manual, 2nd Division, revised June, 1974.

BEDDING THICKNESS (2)

Very Thick	>4'
Thick	2'-4'
Thin	2"-2'
Very Thin	1/2"-2"
Laminated	0.08"-1/2"
Thinly Laminated	<0.08"

Information on each boring log is a compilation of subsurface conditions and soil and rock classifications obtained from the field as well as from laboratory testing of samples. Strata have been interpreted by commonly accepted procedures. The stratum lines on the logs may be transitional and approximate in nature. Water level measurements refer only to those observed at the times and places indicated, and may vary with time, geologic condition or construction activity.

HVJ ASSOCIATES

PROJECT NO.: AG 16 10337.1

DRAWING NO.: PLATE 13B

KEY TO TERMS AND SYMBOLS USED ON BORING LOGS FOR ROCK

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APPENDIX A
LABORATORY TEST RESULTS SUMMARY

LABORATORY TEST RESULTS SUMMARY
Project Name: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project Number: AG 16 10337.1 and AS 16 10337.1.1

Boring Number	Depth (ft)	% Passing No. 200 Sieve	Liquid Limit (%)	Plasticity Index (%)	Moisture Content (%)	Wet Unit Weight (pcf)	Dry Unit Weight (pcf)	Unconfined Compressive Strength (tsf)	Pocket Pentrometer (tsf)
B-1	1-2								4.5+
	2.5-4	28	21	7	5.8				
	6.5-8	56	25	10	11.4				
	13.5-15	53			14.8				
	23.5-25	8			9.0				
B-2	0.5-2	43	29	15	9.2				
	2.5-4	21	23	11	5.1				
	23.5-25	6		3	2.8				
B-3	0.5-2								
	8.5-10	65	29	17	11.5				
	13-15								4.25
	18.5-20	5		1	1.9				
B-4	0.5-2	30	24	12	3.2				
	6.5-8	67			11.1				
	8.5-10								
	13-15	23		3	8.4				2.5
	18.5-20								
	23.5-25	4			1.9				
B-5	2.5-4	11	43	30	7.3				
	6-8				22.7	122	99	3.0	2.75
	8-10	69	52	37	23.8				
	23-25	55			19.0				
	33-35				15.3	126	109	1.1	4.5+
B-6	2.5-4	28	40	27	7.2				
	6.5-8		26	13					
	8.5-10	24	25	12	11.0				
	18.5-20	94			22.4				
	23.5-25		17	4					

LABORATORY TEST RESULTS SUMMARY
Project Name: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project Number: AG 16 10337.1 and AS 16 10337.1.1

Boring Number	Depth (ft)	% Passing No. 200 Sieve	Liquid Limit (%)	Plasticity Index (%)	Moisture Content (%)	Wet Unit Weight (pcf)	Dry Unit Weight (pcf)	Unconfined Compressive Strength (tsf)	Pocket Pentrometer (tsf)
B-7	0.5-2	31	23	12	8.1				
	4-6	60	32	20	13.9				4.5+
	6-8				11.3	136	122	4.4	4.5+
	8-10								4.5+
	13.5-15	16			5.3				
B-8	0.5-2	43	34	20	11.5				
	2-4								4.5+
	6-8	52	26	12	10.0				4.5+
	8-10				8.2	120	111	1.6	4.5+
B-9	2.5-4	7	30	15	4.1				
	6-8								4.5+
	8-10								4.0
	13-15	35		2	10.2				

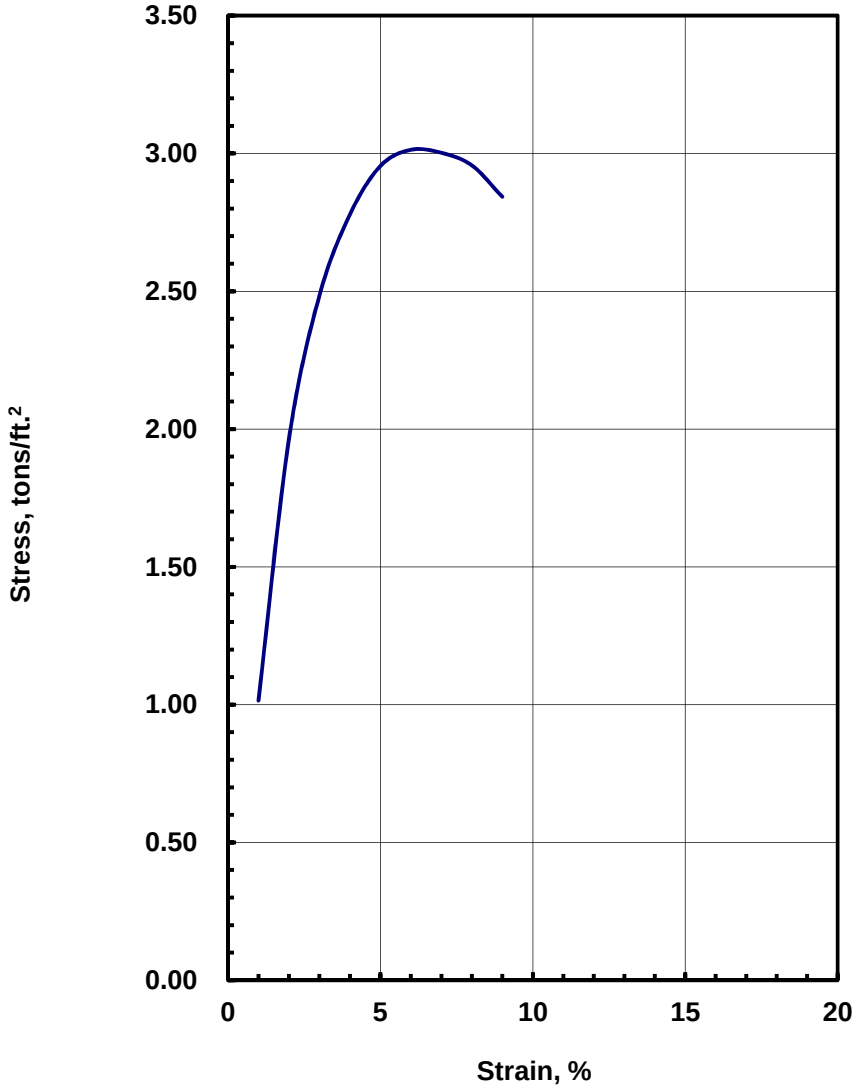
APPENDIX B
LPILE PARAMETERS

Project: Dalton Lane Utilities - Metal Covered Parking, Storage, and Truck Wash
Project Number: AG 16 10337.1 & AG 16 10337.1.1

Boring	Groundwater Depth, ft.	LPILE Parameters											
		Elevation, ft.	Soil Type	Effective Unit Weight (pcf)	Cohesion, Su (psf)	ϕ (deg)	Modulus of Subgrade Reaction k (pci)		ε_{50}	Uniaxial Compressive Strength (psi)	RQD (%)	Rock Modulus E_r, psi	Strain Factor, K rm
							Static	Cyclic					
B-1	23.5	456-450	Soft Clay (Matlock)	125	400	-	30	-	0.02	-	-	-	-
		450-438	Stiff Clay w/o Free Water (Reese)	120	1200	-	500	200	0.007	-	-	-	-
		438-432.5	Sand Above Water Table	122	-	30	120	-	-	-	-	-	-
		432.5-426.5	Submerged Sand	60	-	30	120	-	-	-	-	-	-
		426.5-416	Weak Rock (Reese)	135	-	-	-	-	-	38	50	3.1E+04	0.0005
B-2	22.0	456-450	Stiff Clay w/o Free Water (Reese)	125	1200	-	500	200	0.007	-	-	-	-
		450-438	Soft Clay (Matlock)	120	750	-	100	-	0.01	-	-	-	-
		438-434	Sand Above Water Table	122	-	30	120	-	-	-	-	-	-
		434-423.5-	Submerged Sand	60	-	30	120	-	-	-	-	-	-
		423.5-416	Weak Rock (Reese)	135	-	-	-	-	-	40	50	3.2E+04	0.0005
B-3	22.0	456-448	Sand Above Water Table	122	-	20	225	-	-	-	-	-	-
		448-437.5	Stiff Clay w/o Free Water (Reese)	120	1500	-	500	200	-	-	-	-	-
		437.5-428	Sand Above Water Table	122	-	30	90	-	-	-	-	-	-
		428-417.5	Submerged Sand	60	-	30	90	-	-	-	-	-	-
		417.5-416	Weak Rock (Reese)	135	-	-	-	-	-	35	50	3.0E+04	0.0005
B-4	28.5	453-442	Stiff Clay w/o Free Water (Reese)	125	1800	-	500	200	0.007	-	-	-	-
		442-425	Sand Above Water Table	122	-	30	90	-	-	-	-	-	-
		425-417	Submerged Sand	60	-	30	100	-	-	-	-	-	-
		417-413	Weak Rock (Reese)	135	-	-	-	-	-	40	50	3.2E+04	0.0005
B-5	27.0	453-448	Sand Above Water Table	120	-	30	50	-	-	-	-	-	-
		448-435	Stiff Clay w/o Free Water (Reese)	122	1800	-	500	200	-	-	-	-	-
		435-426	Sand Above Water Table	125	-	30	100	-	-	-	-	-	-
		426-415	Submerged Sand	63	-	30	125	-	-	-	-	-	-
		415-413	Weak Rock (Reese)	135	-	-	-	-	-	40	50	3.2E+04	0.0005
B-6	22.5	456-431	Soft Clay (Matlock)	120	500	-	30	-	0.02	-	-	-	-
		431-416	Weak Rock (Reese)	135	-	-	-	-	-	40	50	3.2E+04	0.0005
B-7	N/A	456-452	Soft Clay (Matlock)	120	350	-	30	-	0.02	-	-	-	-
		452-444	Stiff Clay w/o Free Water (Reese)	122	2500	-	1000	400	0.005	-	-	-	-
		444-441	Sand Above Water Table	125	-	30	90	-	-	-	-	-	-
B-8	N/A	456-450	Soft Clay (Matlock)	120	350	-	30	-	0.02	-	-	-	-
		450-446	Stiff Clay w/o Free Water (Reese)	122	2000	-	1000	400	0.005	-	-	-	-
		446-441	Sand Above Water Table	125	-	30	75	-	-	-	-	-	-
B-9	N/A	451.5-448	Sand Above Water Table	120	-	30	120	-	-	-	-	-	-
		448-442	Stiff Clay w/o Free Water (Reese)	125	2000	-	500	200	0.005	-	-	-	-
		442-438	Sand Above Water Table	120	-	30	90	-	-	-	-	-	-

APPENDIX C
UNCONFINED COMPRESSIVE STRENGTH TESTS

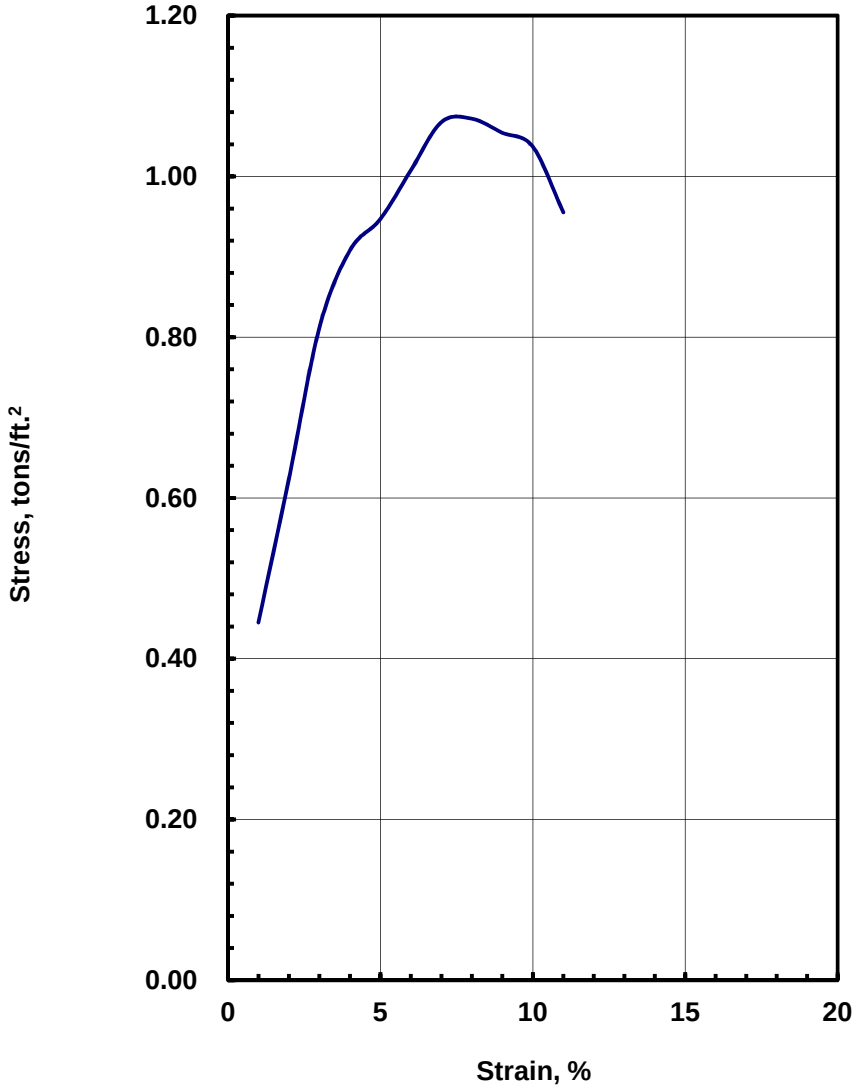
Unconfined Compression Test
ASTM D-2166



Shear Strength (tsf) = 1.507

Sample:	**B-5**	**Wet Density:**	**122.0**	***lbs./ft 3***
Depth	**6-8**	**Dry Density:**	**99.4**	***lbs./ft 3***
		Moisture Content:	**22.7**	***%***
Project:	**Dalton Lane Utilities & Metal Covered Paarkin**	**Liquid Limit:**	--	
Project No.:	**AG 16 10337.1 & AG 16 10337.1.1**	**Plastic Limit:**	--	
		Plasticity Index:	--	

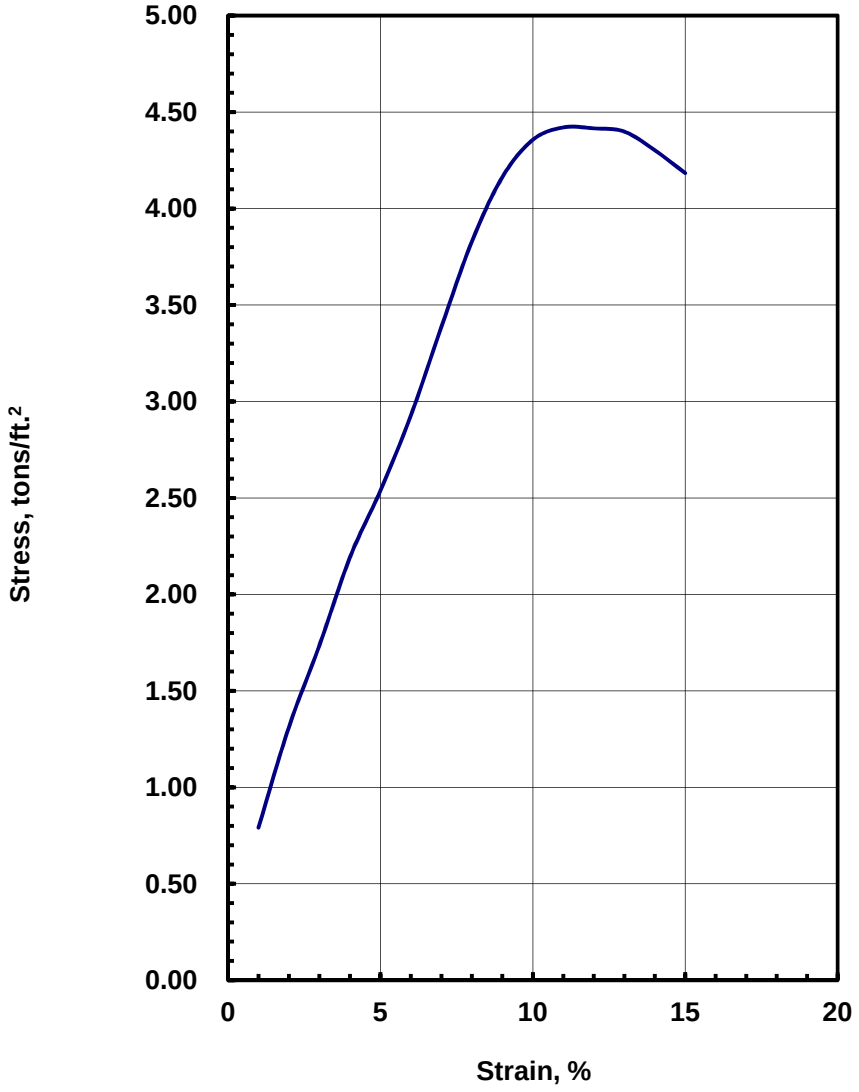
Unconfined Compression Test
ASTM D-2166



Shear Strength (tsf) = 0.536

Sample:	**B-5**	**Wet Density:**	**125.9**	***lbs./ft 3***
Depth:	**33-35**	**Dry Density:**	**109.2**	***lbs./ft 3***
		Moisture Content:	**15.3**	***%***
Project:	**Dalton Lane Utilities & Metal Covered Paarkin**	**Liquid Limit:**	--	
Project No.:	**AG 16 10337.1 & AG 16 10337.1.1**	**Plastic Limit:**	--	
		Plasticity Index:	--	

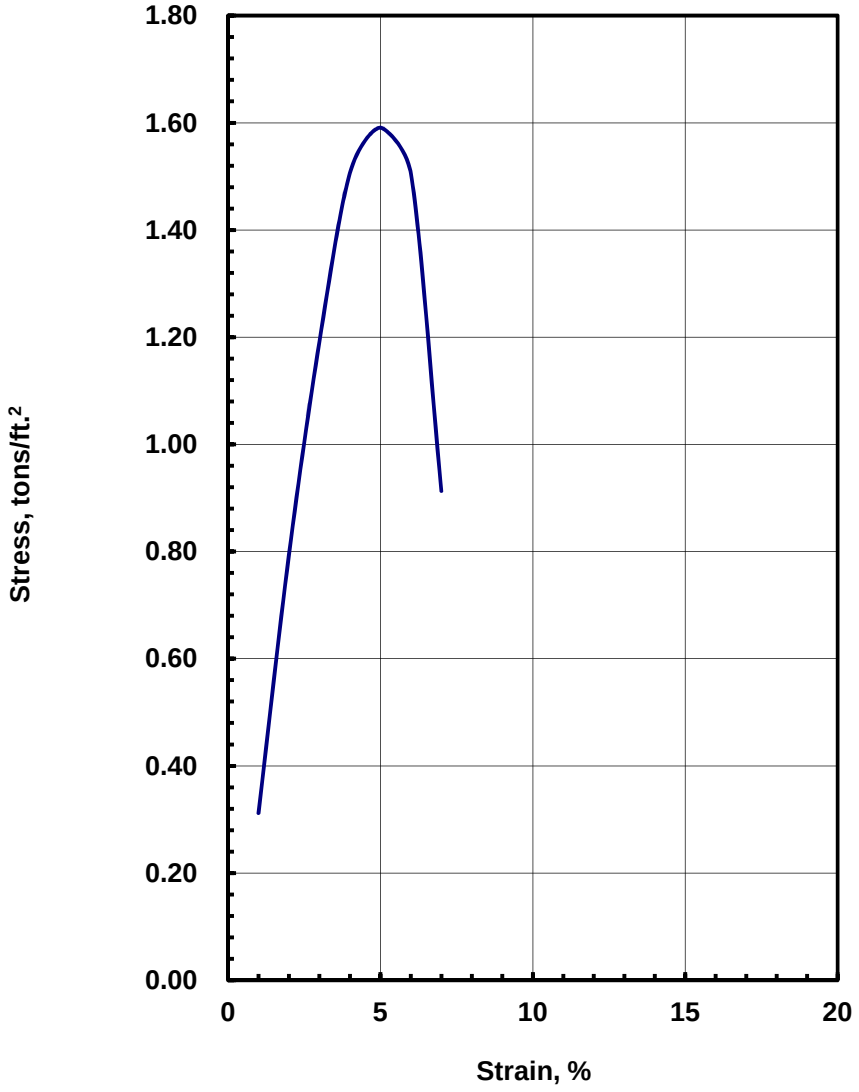
Unconfined Compression Test
ASTM D-2166



Shear Strength (tsf) = 2.210

Sample:	**B-7**	**Wet Density:**	**136.0**	***lbs./ft 3***
Depth:	**6-8**	**Dry Density:**	**122.2**	***lbs./ft 3***
		Moisture Content:	**11.3**	***%***
Project:	**Dalton Lane Utilities & Metal Covered Paarkin**	**Liquid Limit:**	--	
Project No.:	**AG 16 10337.1 & AG 16 10337.1.1**	**Plastic Limit:**	--	
		Plasticity Index:	--	

Unconfined Compression Test
ASTM D-2166



Shear Strength (tsf) = 0.796

Sample:	**B-8**	**Wet Density:**	**120.2**	***lbs./ft 3***
Depth:	**8-10**	**Dry Density:**	**111.0**	***lbs./ft 3***
		Moisture Content:	**8.2**	***%***
Project:	**Dalton Lane Utilities & Metal Covered Paarkin**	**Liquid Limit:**	--	
Project No.:	**AG 16 10337.1 & AG 16 10337.1.1**	**Plastic Limit:**	--	
		Plasticity Index:	--	

APPENDIX D
SWELL TEST

Beyond Engineering & Testing, LLC
3801 Doris Lane, Suite B
Round Rock, TX 78664
(512) 358-6048

One-Dimensional Swell or Collapse of Soils

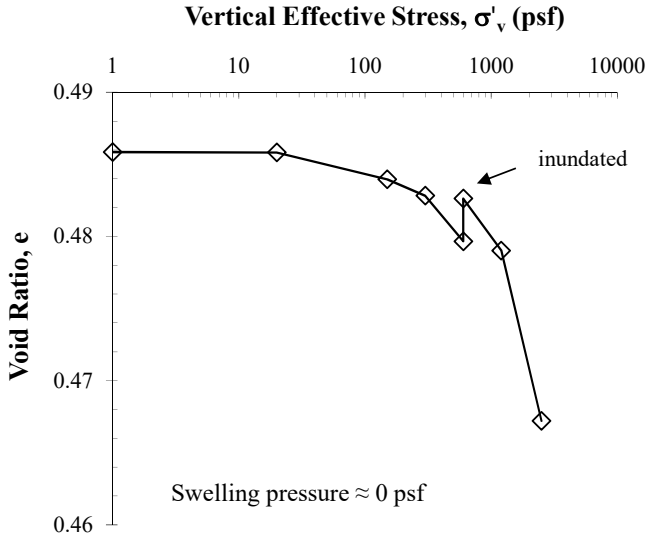
Client: HVJ South Central Texas, M&J, Inc.
Project Name: Dalton Lane Utilities & Truck Wash (PN: AG16.10337.1.1)
Specimen ID: B-7 (4-6 ft)

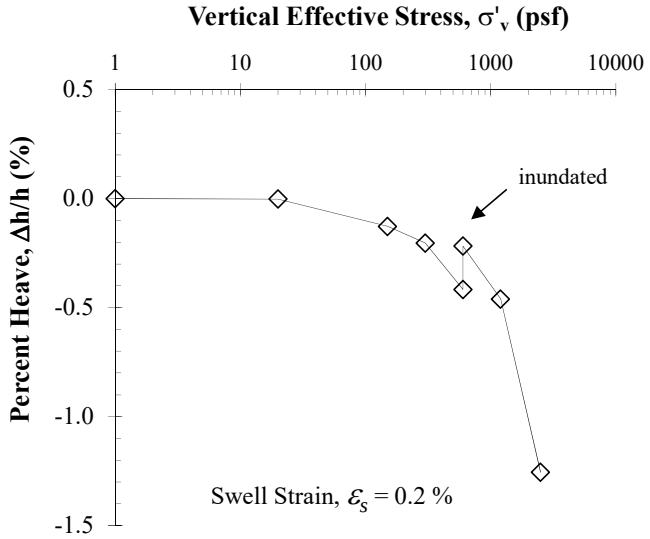
Beyond Project No.: LT1808076
Test Method: ASTM D4546, Method C
Test Date: 08/23/18

Soil Specimen Properties	
Avg. Water Content of Trimmings (%)	13.1
Final Specimen Water Content (%)	15.0
Initial Specimen Height (in)	0.806
Final Specimen Height (in)	0.796
Initial Dry Unit Weight, γ_o (pcf)	112.2
Final Dry Unit Weight, γ_f (pcf)	113.6
Initial Void Ratio, e_o	0.486
Final Void Ratio, e_f	0.468
Initial Degree of Saturation (%)	72.1
Swell Pressure at Initial Void Ratio (psf)	0
Swell Strain, ε_s (%)	0.2

Specimen was inundated with tap water during testing. Loading increment duration was minimum 24 hours. G_s assumed to be 2.67. The calculation included the machine deflections that measured in each loading step.

Specimen Diameter: 2.498 inches





σ'_v (psf)	1	20	150	300	600	600	1200	2500
e	0.486	0.486	0.484	0.483	0.480	0.483	0.479	0.467
Δh/h (%)	0.00	0.00	-0.13	-0.20	-0.42	-0.22	-0.46	-1.25
Dial Gage* (in)	0.3167	0.3168	0.3178	0.3184	0.3201	0.3185	0.3205	0.3269

*: corrected dial gage reading with machine deflection.

Cheng-Wei Chen, Ph.D. 08/31/18
Analysis & Quality Review/Date
Specimen prepared and tested by: T.D.

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Beyond Engineering & Testing, LLC
3801 Doris Lane, Suite B
Round Rock, TX 78664
(512) 358-6048

One-Dimensional Swell or Collapse of Soils

Client: HVJ South Central Texas, M&J, Inc.
Project: Dalton Lane Utilities & Truck Wash (PN: AG16.10337.1.1)
Specimen: B-7 (4-6 ft)

Beyond Project No.: LT1808076
Test Method: ASTM D4546, Method C
Test Date: 08/23/18

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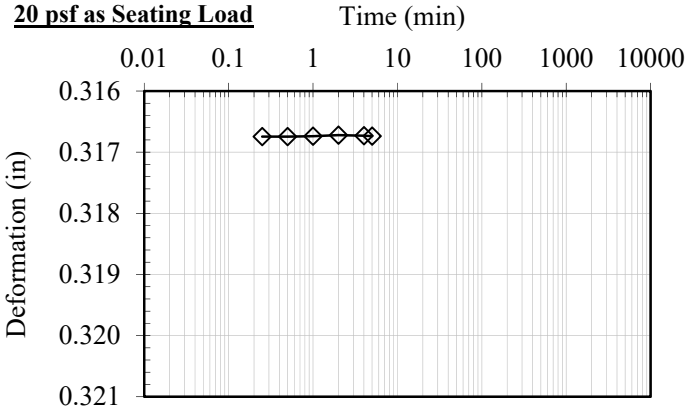
3801 Doris Lane, Suite B
Round Rock, TX 78664
(512) 358-6048

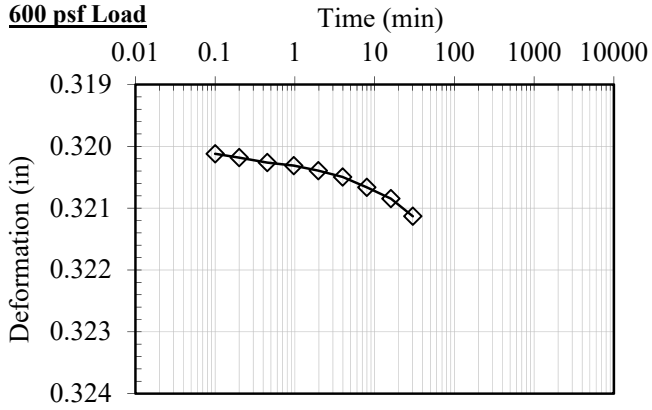
One-Dimensional Swell or Collapse of Soils Test Appendix

Client: HVJ South Central Texas, M&J, Inc.
Beyond Project No: LT1808076
Project: Dalton Lane Utilities & Truck Wash (PN: AG16.10337.1.1)
Test Method: ASTM D4546, Method C
Specimen: B-7 (4-6 ft)
Test Date: 8/23/2018

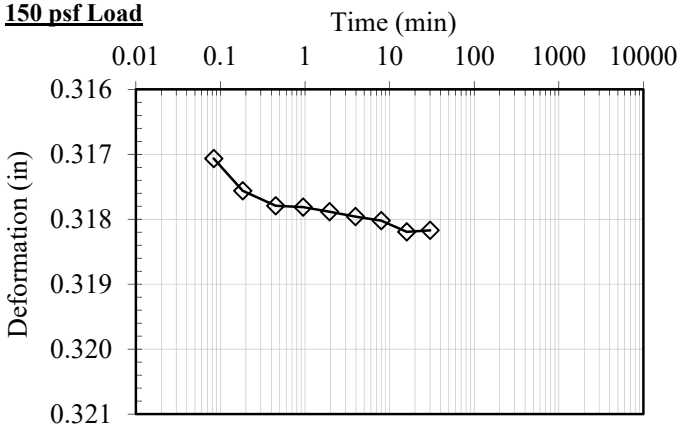
20 psf as Seating Load



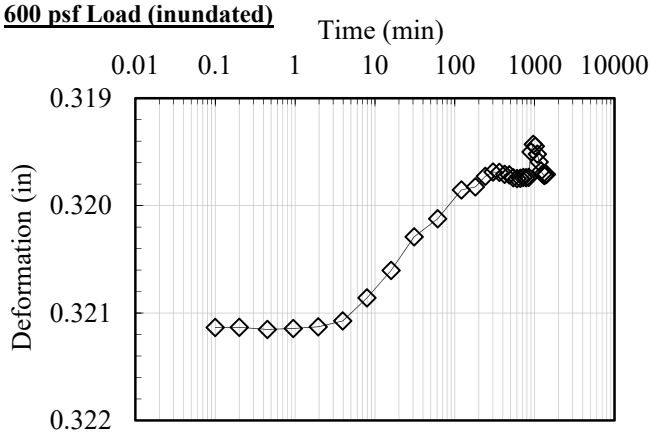
600 psf Load



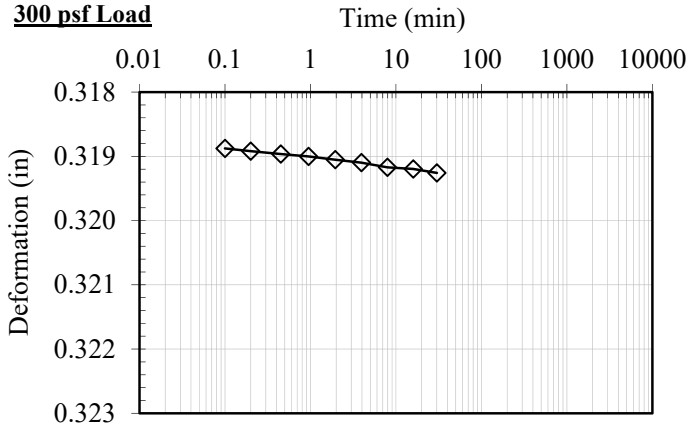
150 psf Load



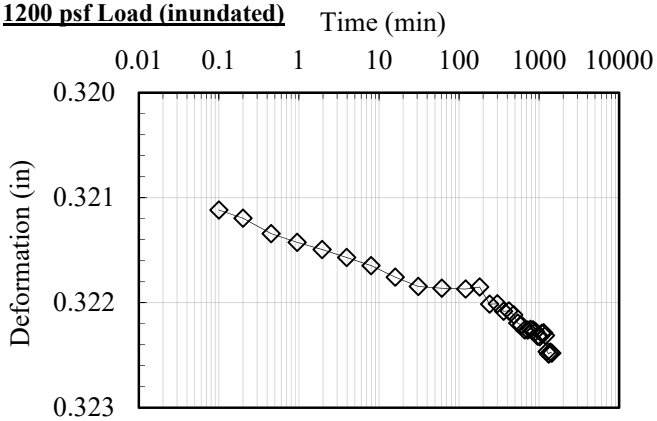
600 psf Load (inundated)



300 psf Load



1200 psf Load (inundated)



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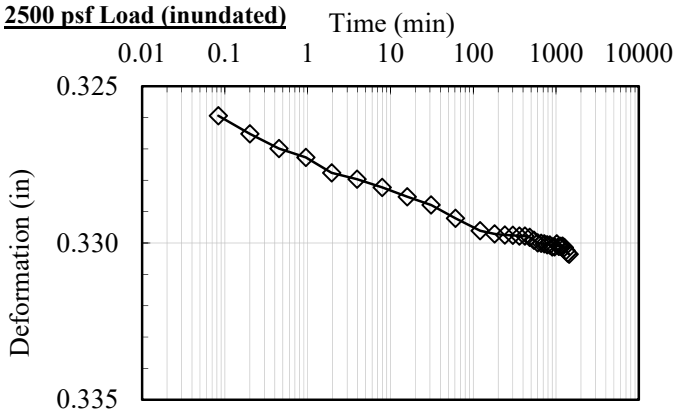
Round Rock, TX 78664
(512) 358-6048

One-Dimensional Swell or Collapse of Soils Test Appendix

Client: HVJ South Central Texas, M&J, Inc. Beyond Project No: LT1808076
Project: Dalton Lane Utilities & Truck Wash (PN: AG16.10337.1.1) Test Method: ASTM D4546, Method C
Specimen: B-7 (4-6 ft) Test Date: 08/23/18

2500 psf Load (inundated)



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Round Rock, TX 78664
(512) 358-6048

One-Dimensional Swell or Collapse of Soils

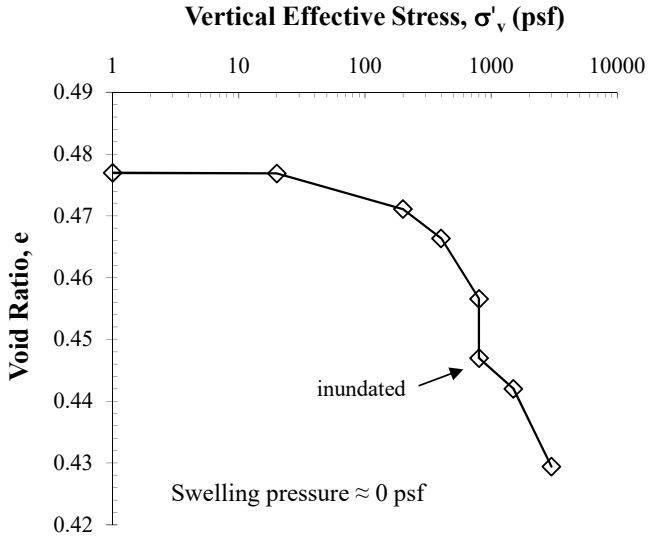
Client: HVJ South Central Texas, M&J, Inc.
Project Name: Dalton Lane Utilities & Truck Wash (PN: AG16.10337.1.1)
Specimen ID: B-9 (6-8 ft)

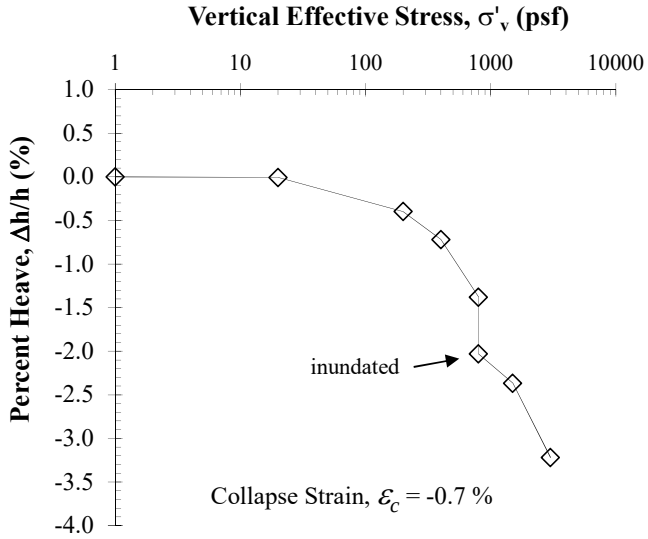
Beyond Project No.: LT1808076
Test Method: ASTM D4546, Method C
Test Date: 08/23/18

Soil Specimen Properties	
Avg. Water Content of Trimmings (%)	11.4
Final Specimen Water Content (%)	14.5
Initial Specimen Height (in)	0.796
Final Specimen Height (in)	0.770
Initial Dry Unit Weight, γ_o (pcf)	112.8
Final Dry Unit Weight, γ_f (pcf)	116.6
Initial Void Ratio, e_o	0.477
Final Void Ratio, e_f	0.430
Initial Degree of Saturation (%)	64.0
Swell Pressure at Initial Void Ratio (psf)	0
Collapse Strain, ε_c (%)	-0.7

Specimen was inundated with tap water during testing. Loading increment duration was minimum 24 hours. G_s assumed to be 2.67. The calculation included the machine deflections that measured in each loading step.

Specimen Diameter: 2.499 inches





σ'_v (psf)	1	20	200	400	800	800	1500	3000
e	0.477	0.477	0.471	0.466	0.457	0.447	0.442	0.429
Δh/h (%)	0.00	-0.01	-0.40	-0.72	-1.38	-2.03	-2.37	-3.22
Dial Gage* (in)	0.4375	0.4375	0.4406	0.4432	0.4484	0.4536	0.4563	0.4631

*: corrected dial gage reading with machine deflection.

Cheng-Wei Chen, Ph.D. 08/31/18
Analysis & Quality Review/Date
Specimen prepared and tested by: T.D.

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Round Rock, TX 78664
(512) 358-6048

One-Dimensional Swell or Collapse of Soils

Client: HVJ South Central Texas, M&J, Inc.
Project: Dalton Lane Utilities & Truck Wash (PN: AG16.10337.1.1)
Specimen: B-9 (6-8 ft)

Beyond Project No.: LT1808076
Test Method: ASTM D4546, Method C
Test Date: 08/23/18

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Round Rock, TX 78664
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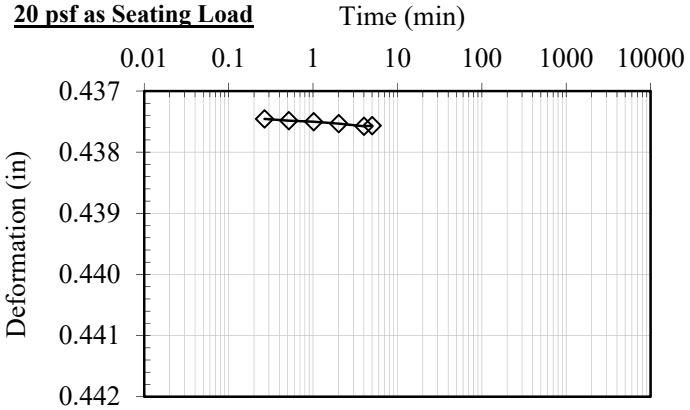
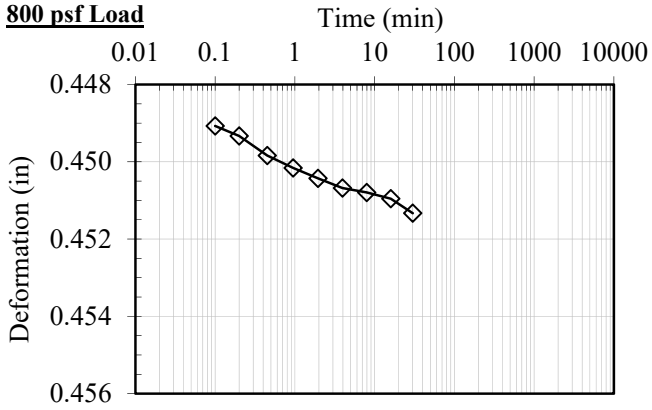
One-Dimensional Swell or Collapse of Soils Test Appendix

Client: HVJ South Central Texas, M&J, Inc.
Beyond Project No: LT1808076
Project: Dalton Lane Utilities & Truck Wash (PN: AG16.10337.1.1)
Test Method: ASTM D4546, Method C
Specimen: B-9 (6-8 ft)
Test Date: 8/23/2018

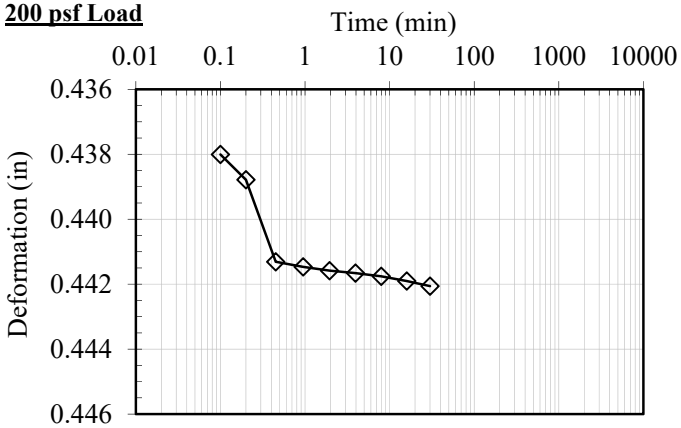
20 psf as Seating Load



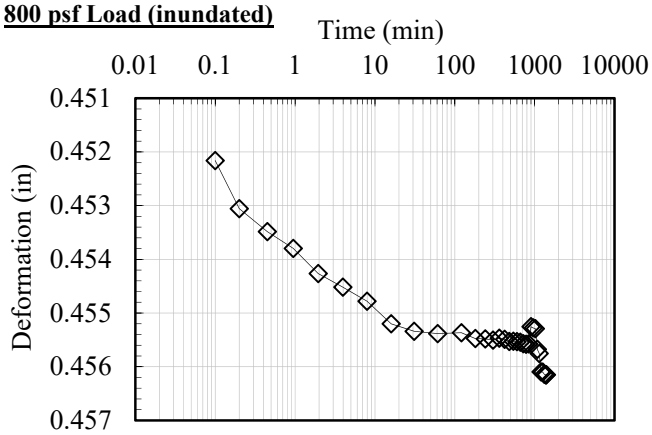
800 psf Load



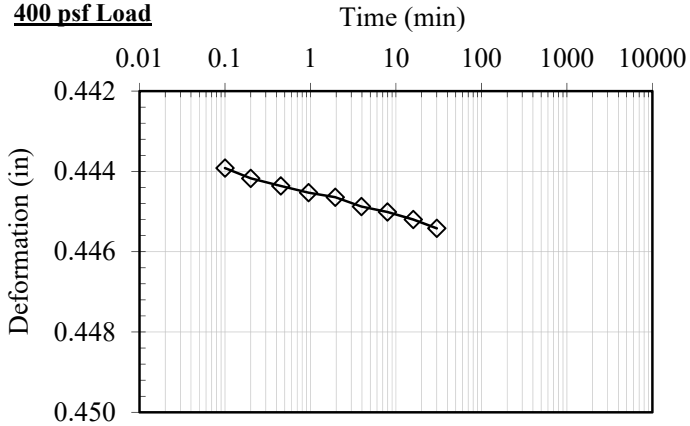
200 psf Load



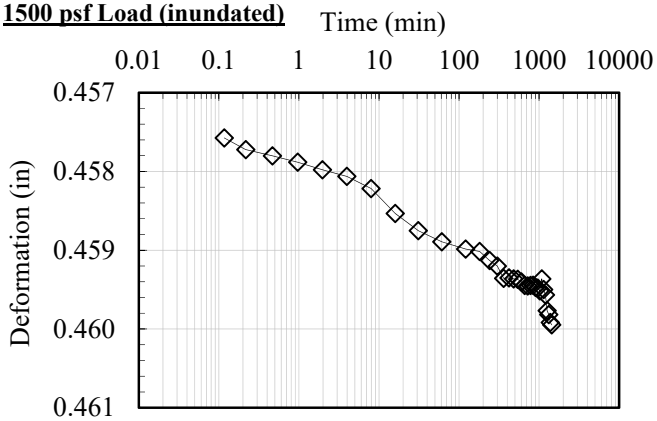
800 psf Load (inundated)



400 psf Load



1500 psf Load (inundated)



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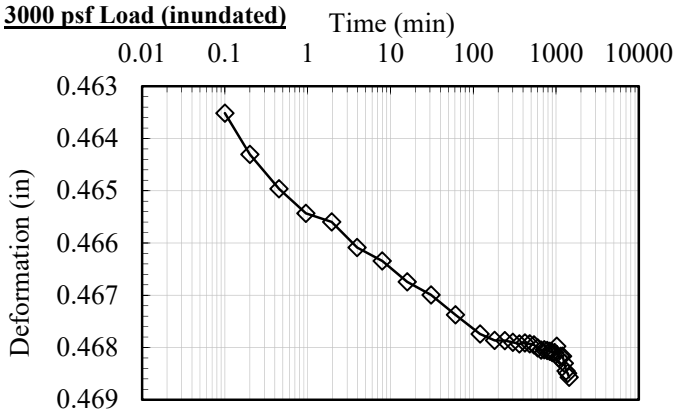
3801 Doris Lane, Suite B
Round Rock, TX 78664
(512) 358-6048

One-Dimensional Swell or Collapse of Soils Test Appendix

Client: HVJ South Central Texas, M&J, Inc. Beyond Project No: LT1808076
Project: Dalton Lane Utilities & Truck Wash (PN: AG16.10337.1.1) Test Method: ASTM D4546, Method C
Specimen: B-9 (6-8 ft) Test Date: 08/23/18

3000 psf Load (inundated)



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APPENDIX E
SULFATE TESTS

4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512.447.9081 Ph
512.443.3442 Fax
www.hvj.com

PROJECT NAME: Dalton Lane Utilities Covered Parking and Covered Storage and Truck Wash

PROJECT NUMBER: AG 16 10337.1 & AG 16 10337.1.1

BORING NUMBER: B-7

REPORT DATE: 8/31/2018

Determining Sulfate Content in Soils: Tex- 145-E

Depth (ft): 0.5-2

Sulfate reading 1:20 **26** X 20 = **520 ppm**

Liz Suehs
Performed by

Edward Galbavy, P.E.
Reviewed by
Firm PE Registration No. F-18091

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Austin, Texas 78744
512.447.9081 Ph
512.443.3442 Fax
www.hvj.com

PROJECT NAME: Dalton Lane Utilities Covered Parking and Covered Storage and Truck Wash

PROJECT NUMBER: AG 16 10337.1 & AG 16 10337.1.1

BORING NUMBER: B-8

REPORT DATE: 8/31/2018

Determining Sulfate Content in Soils: Tex- 145-E

Depth (ft): 0.5-2

Sulfate reading 1:20 **106** X 20 = **2120 ppm**

Liz Suehs
Performed by

Edward Galbavy, P.E.
Reviewed by
Firm PE Registration No. F-18091

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Austin, Texas 78744
512.447.9081 Ph
512.443.3442 Fax
www.hvj.com

PROJECT NAME: Dalton Lane Utilities Covered Parking and Covered Storage and Truck Wash

PROJECT NUMBER: AG 16 10337.1 & AG 16 10337.1.1

BORING NUMBER: B-9

REPORT DATE: 8/31/2018

Determining Sulfate Content in Soils: Tex- 145-E

Depth (ft): 2.5-4

Sulfate reading 1:20 **2** X 20 = **40 ppm**

Liz Suehs
Performed by

Edward Galbavy, P.E.
Reviewed by
Firm PE Registration No. F-18091

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GEOTECHNICAL DESIGN REPORT
DALTON LANE UTILITIES AND METAL COVED PARKING AND STORAGE
AUSTIN, TEXAS

SUBMITTED TO
MWM DESIGN GROUP, INC.
305 EAST HUNTLAND DRIVE, STE 200
AUSTIN, TEXAS 78752

BY
HVJ SOUTH CENTRAL TEXAS - M&J, INC.
JANUARY 6, 2020

REPORT NO. AG 16 10337.1.3

4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512.447.9081 Ph
512.443.3442 Fax
www.hvj.com

January 6, 2020

Ms. Mary Franzosa
MWM Design Group, Inc.
East Huntland Drive, Suite 200
Austin, TX 78752

Re: 2017 General Architectural Services Rotation List
Geotechnical Design Report
Dalton Lane Utilities And Metal Covered Parking And Storage
Owner: City of Austin
HVJ Project No. AG 16 10337.1.3

Dear Mary:

Submitted herein is the geotechnical design report for the above referenced project. This study was performed in accordance with our proposal number AG 16 10337.1.3 dated July 24, 2019.

It has been a pleasure to work for you on this project and we appreciate the opportunity to be of service. Please notify us if there are questions or if we may be of further assistance.

Sincerely,

Sincerely,

HVJ South Central Texas – M&J, Inc.
Texas Firm Registration No. F-18091

Jason Schwarz, PE
Vice President 1-6-2020

This seal appearing on this document was authorized by Jason Schwarz, PE 99343 on January 6, 2020. Alterations of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

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I. EXECUTIVE SUMMARY

HVJ South Central Texas – M&J, Inc. (HVJ) was retained by MWM Design Group, Inc. to provide a Geotechnical Design Memorandum (GDM) for the ROW utilities along Dalton Lane per COA UCM (Utility Criteria Manual). This report is based on geotechnical data information collected from borings B-1 through B-9, adjacent to roadway as per previously submitted Geotechnical Data Report, Dalton Lane Utilities – Metal Covered Parking, Storage, and Truck Wash. Therefore, no geotechnical boring nor field investigation was needed for a geotechnical design memorandum covering the three utility lines of interest because previous borings provided the proper coverage of the lines per UCM. We understand from the 60% draft schematics that the proposed utility lines along Dalton Lane will include:

- Approximately 850 linear feet of 16 inch ductile iron waterline at invert depths of 5.5 to 6.5 feet below existing grade from Station 10+00 to 18+50.
- Approximately 750 linear feet of 8 inch PVC wastewater line at invert depths of 5.5 to 10 feet below existing grade from Station 10+00 to 17+50.
- Approximately 715.7 linear feet of 12 inch PVC reclaimed water line at invert depths of 5 to 6 feet below existing grade from Station 10+00 to 17+15.70.

1. Allowable bearing capacities will vary throughout the site based on depth and strata.

Approximate Bearing Depth (ft)	Soil Description	Allowable Bearing Pressure (psf)
0-5	Clayey Sand (SC), Poorly-Graded Sand with Clay (SP-SC)	2,500
5-10	Clayey Sand (SC), Sandy Lean Clay (CL)	3,500
10-15	Sandy Lean Clay (CL), Poorly-graded Sand with Silt (SP-SM), Silty Sand (SM)	4,000

2. It is recommended that either Class A or Class B borrow material, as defined in City of Austin Standard Specification 130S.3 be used as backfill around the manholes. Design lateral pressures may be calculated for each of the backfill types using the following equivalent fluid weights:

Backfill Type	Assumed Moist Unit Weight (pcf)	Equivalent Fluid Weight, (pcf)	
		Above Water Table	Below Water Table
Class A (< 15% fines)	120	60	91
Class B (PI < 20)	120	66	94

3. Trench excavation operations for this project will extend through surface materials (i.e. existing pavement section or fill) and then into terrace deposit soils consisting of Clayey

Sand (SC), Silty Sand (SM), Poorly-Graded Sand with Clay (SP-SC), Poorly-Graded Sand with Silt (SP-SM) and Sandy Lean Clay (CL).

Please note that this executive summary does not fully relate our findings and opinions. Those findings and opinions are only presented though our full report.

1 INTRODUCTION

1.1 General

HVJ South Central Texas – M&J, Inc. (HVJ) was retained by MWM Design Group, Inc. to provide a Geotechnical Design Memorandum (GDM) for the ROW utilities along Dalton Lane per COA UCM (Utility Criteria Manual). This report is based on geotechnical data information collected from borings B-1 through B-9, adjacent to roadway as per previously submitted Geotechnical Data Report, Dalton Lane Utilities – Metal Covered Parking, Storage, and Truck Wash. Therefore, no geotechnical boring nor field investigation was needed for a geotechnical design memorandum covering the three utility lines of interest because previous borings provided the proper coverage of the lines per UCM. We understand from the 60% draft schematics that the proposed utility lines along Dalton Lane will include:

- Approximately 850 linear feet of 16 inch ductile iron waterline at invert depths of 5.5 to 6.5 feet below existing grade from Station 10+00 to 18+50.
- Approximately 750 linear feet of 8 inch PVC wastewater line at invert depths of 5.5 to 10 feet below existing grade from Station 10+00 to 17+50.
- Approximately 715.7 linear feet of 12 inch PVC reclaimed water line at invert depths of 5 to 6 feet below existing grade from Station 10+00 to 17+15.70.

The Site Vicinity Map, Plate 1, and boring locations, Plate 3, are included in the Dalton Lane Utilities – Metal Covered Parking, Storage, and Truck Wash Geotechnical Data Report (GDR)[1].

1.2 Scope of Work

The primary objective of this study is to provide pertinent geotechnical based design recommendations and construction considerations for the project. This includes open cut excavations, pipe bedding, backfill, particle migration, as well as bearing support and uplift for the proposed manholes and valve boxes.

The design recommendations and construction considerations were based in part on subsurface investigative data provided in the aforementioned GDR for this project.

2 OPEN CUT RECOMMENDATIONS

2.1 General

HVJ understands that the water, wastewater, and reclaimed water lines to be installed will be constructed by open cut methods with invert depths no deeper than 5 to 10 feet below existing grade. Ductile iron will be used to continue an existing 16" ductile iron water line starting at Station 10+00 and extending to Station 18+50 to a 16" x 6" swivel tee. Likewise, an 8" PVC wastewater line will be used to continue an existing 8" PVC wastewater line starting at a manhole at Station 10+00 and extending to a manhole at Station 14+00, and ending at a manhole at Station 17+50. It is our

[1] "Geotechnical Data Report, Dalton Lane Utilities – Metal Covered Parking, Storage, and Truck Wash" Galbavy, Edward. HVJ South Central Texas – M&J, Inc., submitted August 9, 2019.

understanding that a new installation of a proposed 12" PVC reclaimed water line will start at Station 10+00 with a swivel tee and plug, and extend to a 24" x 12" cut-in-tee at Station 17+15.70.

Table 2-1: Proposed Utility Improvements

Type	Material	Reference Station		Proposed Diameter (in.)	Invert Depth (ft.)
		Start	End		
Waterline	Ductile Iron	10+00	18+50	16	5.5 to 6.5
Wastewater Line	PVC	10+00	17+50	8	5.5 to 10
Reclaimed Water Line	PVC	10+00	17+15.70	12	5 to 6

The recommendations below are intended for the new waterline, wastewater line, and reclaimed water line that are planned to be constructed at this project site.

2.2 Pipe Bedding

The pipes should be installed in a bedding envelope in accordance with City of Austin Standard Details No. 510.3. As per City of Austin Standard Specifications Item 510.3(14), natural or manufactured sand, pea gravel, uncrushed gravel, crushed gravel, crushed stone, or stone screenings can be used as standard bedding material for PVC water, reclaimed water, and wastewater lines with an inner diameter of up to 15 inches diameter. For ductile iron water pipes up to 15-inches inside diameter, only natural or manufactured sand, pea gravel, uncrushed gravel, or stone screenings may be used in the pipe bedding. It should be noted that sand alone shall not be used in water courses, in trenches where groundwater is present, or in trenches with grades greater than 5 percent. Pea gravel or bedding stone, alone, shall not be used in the street right-of-way within 5 feet of subgrade elevation in trenches that are 3 feet or wider. The bedding envelope should extend the full trench width, to a depth of at least 6 inches below the pipe and to a depth of at least 12 inches above the pipe. The bedding should be placed in lifts not exceeding 8 inches in loose thickness and compacted thoroughly to provide uniform support of the pipe barrel and to fill all voids around the pipe. It should also be noted that where groundwater is present, sand alone is not permitted as bedding material as per Item 510.3(14)(c)(1).

Item 510.3(14) c requires that the bedding material must be compatible with the materials in the trench bottom, walls, and backfill so that particle migration from, into, or through the bedding is minimized. Under the action of hydraulic gradient from groundwater flow, smaller particle may migrate into coarse materials or voids. Based on the project borings, the soils on site consist of Lower Colorado River terrace deposits. The pipes will lie in Clayey Sand (SC), Silty Sand (SM), Poorly-Graded Sand with Clay (SP-SC), Poorly-Graded Sand with Silt (SP-SM), and Sandy Lean Clay (CL).

For sections in which the pipe lies in Silty Sand (SM), Poorly-Graded Sand with Clay (SP-SC), or Poorly-Graded Sand with Silt (SP-SM), it is recommended that water stops in conjunction with filter fabric wrapping the bedding envelope, or flowable fill be used to minimize the potential for particle migration. For sections of wastewater line in which pipe lies in Clayey Sand (SC) or Lean Clay (CL) no filter is necessary.

2.3 Water Stops

Changes in elevation allow migrating water to develop extreme head pressure in the pipe bedding material. Excessive head pressure accelerates particle migration and causes failure in asphalt and base due to large hydrostatic pressures. To help minimize the hydrostatic pressure and particle migration, HVJ recommends water stops be constructed in the trench. Water stops should be installed along the trench when there is an elevation change of 15 feet when grades exceed 3% (maximum 500 foot spacing). For steeper grades, water stops should be more closely spaced such that the elevation difference of the water stops does not exceed 15 feet. Water stops should also be installed whenever sudden elevation changes occur. Unusual changes in soil stratigraphy such as sandy layers may warrant additional water stops. Water stops typically consist of a 24-in minimum section of concrete, bentonite clay, or controlled low strength concrete material. Water stops should extend a minimum of 12 inches above the pipe bedding and penetrate trench walls a minimum of 18 inches on all sides.

Controlled low strength concrete material when used around manholes (500 feet or less) can limit the number of water stops necessary. The material must extend at least to each edge of the undisturbed soil. In addition, it must surround the entire manhole, meaning the material should be placed under and around the inlet and outlet. Wherever shallow groundwater near the invert depth is encountered, closely spaced water stops may be necessary to reduce hydrostatic head pressure.

2.4 Trench Backfill

Trench backfill should conform to City of Austin Standard Specifications Item 510.3(25) and standard details No. 510S-3 and 510S-5. HVJ would like to note that Item 510 is somewhat inconsistent in relation to the use of cohesive backfill soils with a plasticity index (PI) greater than 20. Item 510.3(25)c allows select trench material among other materials. Item 510.2(6) defines select backfill or borrow as a soil with a plasticity index of less than 20, among other characteristics. This would prohibit material with a PI greater than 20 to be used as backfill and necessitate removal and replacement of the materials.

However, HVJ understands it is common practice in the City of Austin to use the material excavated from the trench as backfill regardless of the plasticity index of the soil excavated from the trench. Item 510.3(25) d presents compaction requirements for swelling soil defined as soil with a PI greater than 20; therefore, the specification does provide for the use of such material to some extent. HVJ suggests that special provisions to Item 510 be provided to clarify this inconsistency.

The material should be compacted to 95% of the maximum dry density in the areas below a pavement or 95% of the maximum dry density at other areas, as determined by TxDOT Test Method Tex-114-E. Special emphasis should be placed upon the need to obtain uniform density throughout the backfill material. In addition, no heavy equipment, which might damage the pipe, should be allowed over the pipe until sufficient cover has been placed and compacted.

At existing pipe crossings, flowable fill (or Controlled Low Strength Material (CLSM) conforming to City of Austin Standard Specifications Item 402S.1) should be used for trench backfill or where utilizing compaction equipment is impractical.

HVJ also suggests that a special provision to Item 510.3(25)g requiring a loose lift thickness for higher PI soils (i.e. greater than 20) be limited to a maximum of 8 inches. We further recommend the moisture content at the time of compaction be within 2 percent of optimum, as determined by the referenced test method. This should provide for better compaction of higher plasticity backfill. In addition, the maximum dry density should be limited to 102% for materials with a PI over 20.

2.5 Manholes and Valve Boxes

The following sections discuss bearing capacity, uplift, and lateral earth pressure design criteria for manholes and valve boxes. The structures will be constructed by open-cut excavation methods.

Bearing Capacity

It is assumed that manholes and valve boxes will be installed at depths varying from 5 to 10 feet below existing grade. The bearing strata for these structures will be Clayey Sand (SC), Silty Sand (SM), Poorly-Graded Sand with Clay (SP-SC), Poorly-Graded Sand with Silt (SP-SM), and Sandy Lean Clay (CL).

An allowable bearing capacity according to Table 2-2, assuming a safety factor of 3, may be used for the various strata and depths encountered at the project site.

Table 2-2: Allowable Bearing Capacity

Approximate Bearing Depth (ft)	Soil Description	Allowable Bearing Pressure (psf)
0-5	Clayey Sand (SC), Poorly-Graded Sand with Clay (SP-SC)	2,500
5-10	Clayey Sand (SC), Sandy Lean Clay (CL)	3,500
10-15	Sandy Lean Clay (CL), Poorly-graded Sand with Silt (SP-SM), Silty Sand (SM)	4,000

Uplift

Buoyant uplift pressures will act on the structures extending below groundwater. Groundwater was not encountered in our borings. However, it should be noted that groundwater observations made during a short time period may not reflect true groundwater conditions.

In consideration of the field data and our experience, the structures at times may be fully submerged or nearly fully submerged as a result of an elevated short term groundwater table or even possibly from the buildup of water within backfill materials around these structures. For design purposes, it is recommended to use a groundwater level consistent with the ground surface. Since buoyant uplift pressure is a function of the depth to groundwater, the largest uplift pressure will occur when the groundwater is at the ground surface.

HVJ recommends the manholes and valve boxes be designed to resist the buoyant uplift based on the dead weight of the structure, the weight of any soil backfilled above the structure, and the interface friction between the backfill material and the outside surface of the sides of the manhole. If the resisting forces are inadequate to resist uplift forces, a toe may be constructed into the soil at the

base of the structure. Construction of a toe is appropriate when open-cut excavation methods are used. The toe may consist of a bottom slab that extends into adjacent backfill. The weight of the material above the extension can then be relied upon to resist the uplift forces. The unit weight of soils above and below the water table for a compacted backfill can be approximated as 120 and 58 pcf, respectively. Table 2-3, below, can be used to approximate the resisting force acting on the outside of the manhole or valve box from interface friction. The resisting force can be calculated by multiplying the friction values in the table by the surface area of the outside surface on the sides of the manhole. These values are applicable for Class A or Class B, as outlined in the Lateral Earth Pressures Section on the following page.

Table 2-3: Uplift Resistance from Interface Friction

Depth Below Surface, ft	Uplift Resistance Friction*, psf	Uplift Resistance Friction*, psf
	Class A	Class B
0-5	18	20
5-10	54	59
10-15	90	98

*Uplift resistance friction represents ultimate values. Approximate safety factors (generally at least 2.5) should be applied when utilizing this table.

Lateral Earth Pressures

The backfill will exert lateral pressures on the exterior walls of the structures. The magnitude of the pressure distribution will depend on the type of backfill and the construction technique. If the construction method encompasses backfilling along the exterior walls of the underground structure, then the lateral earth pressures become a function of the type of backfill and its method of placement.

Utilizing highly plastic, expansive clay as backfill will produce the highest lateral earth pressures on the exterior walls of the structure. It is recommended that either Class A or Class B borrow material, as defined City of Austin Standard Specification 130S.3 be used as backfill. It is recommended that the Class A borrow contain less than 15% fines and the Class B material have a plastic index less than 20, and in both cases be free of debris, vegetation, and clay lumps or balls greater than 4 inches in diameter.

Backfill materials should be placed in loose lifts not exceeding 8 inches and compacted to 95% of the maximum dry density as defined by Test Method Tex-113-E for Class A or Class B borrow. Over-compaction of the backfill should be avoided to prevent an increase in lateral earth pressures on the walls of the structure. Compaction conducted within four feet of the structure should be performed with a manually propelled compactor (weighing less than 500 pounds) to reduce lateral pressure applied to the wall. Fill in this zone should be placed in six-inch loose lifts and compacted as described above.

The compacted backfill around the manholes and valve boxes will impose lateral earth pressures against the exterior walls of the structure. Design lateral pressures may be calculated for each of the recommended backfill types using the following equivalent fluid weights.

Table 2-4: Equivalent Fluid Density per Backfill Type

Backfill Type	Assumed Moist Unit Weight (pcf)	Equivalent Fluid Weight, (pcf)	
		Above Water Table	Below Water Table
Class A (< 15% fines)	120	60	91
Class B (PI < 20)	120	66	94

The effects of traffic or general surcharge loads can be treated as an additional two feet of equivalent fluid extending above the top of the structure. The above equivalent fluid densities include backfill material both above and below the water table.

3 OTHER CONSIDERATIONS

3.1 Trench Excavation

Trench excavation operations for this project will extend through surface materials (i.e. existing pavement section or fill) and then into terrace deposit soils consisting of Clayey Sand (SC), Silty Sand (SM), Poorly-Graded Sand with Clay (SP-SC), Poorly-Graded Sand with Silt (SP-SM), and Sandy Lean Clay (CL). The clays and sands encountered at this site should be removable using standard excavation equipment, e.g. excavators and/or backhoes. Stockpiles of soil or materials, and heavy equipment should not be placed immediately above/adjacent to unbraced excavation walls.

It is recommended that project specifications state that excavation and trenching operations be performed in accordance with 29 CFR Part 1926, subpart P, as amended; including rules published in the Federal Register, Vol. 54, No. 209, dated October 31, 1989, at a minimum. In addition, the provisions of legislation enacted by the Texas legislature and conformance to City of Austin Standard Specifications Item No. 509S should be satisfied. If required for the excavation, all sloping and benching configurations, and shoring systems must be designed by a licensed Professional Engineer. HVJ also recommends that this be stated in the specifications. Soil types for use with OSHA tables are presented in Table 3-1 below:

Table 3-1: Soil Types for use with OSHA Tables from 29CFR Part 1926

OSHA Soil Types			
Boring No.	Depths (ft.)		
	0-5	5-10	10-15
B-1	C	C	B
B-2	C	B	B
B-3	C	C	C
B-4	C	B	C
B-7	C	B	C
B-8	C	B	C
B-9	C	B	C

3.2 Water Control

A certain amount of groundwater may be expected to enter the trench excavations as well as precipitation and possible runoff. Trench subgrade that is allowed to become inundated will rapidly soften, potentially causing instability of the excavation or poor pipe/foundation support. Consequently, inundated subgrade materials may need to be removed and replaced with compacted fill.

To minimize the above concerns, it is recommended that the project specifications require the contractor to employ measures for controlling the amount of water that enters the excavation, as well as promptly remove any water that does enter the excavation. Based on the types of materials to be encountered during excavation, a pump and sump arrangement should be adequate to maintain dry conditions within the excavations.

4 DESIGN REVIEW

HVJ should review the design and construction plans and specifications prior to release to confirm the geotechnical recommendations presented herein have been properly interpreted. Our current scope of services does not include an allowance for such review; however, this can be provided as additional services.

5 LIMITATIONS

This study was performed for the exclusive use of City of Austin and MWM Design Group, Inc. for the Dalton Lane Site Utility Improvement project located in Austin, Texas. HVJ South Central Texas - M&J, Inc. has endeavored to comply with generally accepted geotechnical engineering practices common in the local area. HVJ South Central Texas - M&J, Inc. makes no warranty, express or implied. Any analysis and recommendation contained in this report are based on data obtained from subsurface exploration, and laboratory testing performed and our experience with similar soils and site conditions.

The methods used indicate subsurface conditions only at the specific locations where samples were obtained, only at the time they were obtained, and only to the depths penetrated. Samples cannot be relied on to accurately reflect the strata variations that usually exist between sampling locations. Should any subsurface conditions other than those described in our boring logs be encountered, HVJ South Central Texas - M&J, Inc. should be immediately notified so that further investigation and supplemental recommendations can be provided.

In the event that any changes in the nature, design, or location of the project are made, any conclusion and recommendation in this report should not be considered valid until the changes are reviewed and the conclusions and recommendations modified or verified in writing by HVJ South Central Texas - M&J, Inc.

LUMP SUM BID FORM
Section 00300L

City Manager
Austin, Texas

The undersigned, in compliance with the Invitation for Bids for construction of the following Project for the city of Austin, Texas:

Solicitation No.:	IFB 6100 CLMC798
Project:	Dalton Lane Site Utilities and Service Center Improvements
CIP ID No.:	6016.018

Having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated.

BASE BID	.....	**$**
Base Bid includes Trench Excavation Safety Systems & Special Shoring		

- The "Base Bid" amount must be used in the MBE/WBE Compliance Plan Summary Page to determine subcontractor participation levels for the established MBE/WBE procurement goals.

- The "Base Bid" amount becomes the Bidder's "TOTAL BID" if allowances and/or alternates are not included.

TRENCH EXCAVATION SAFETY SYSTEMS UNIT PRICES: The undersigned Bidder agrees that the Base Bid Price for the Work, listed above, includes the following amounts in the Bid for excavation safety systems as specified in Item Number 509S of the Specifications and in case of an authorized adjustment to the scope of Work, the following unit price(s) will be used in adjusting the Contract Amount:

Item	Quantity	Unit	Item Description	Unit Price	Amount
509S-1	1450	LF	Trench Excavation Safety Protection Systems (all depth)	$	$

ALLOWANCES:

Allowance No. 1:	***Temp. Trailers Utility Hookup***	$80,000
SUBTOTAL ALLOWANCES		$80,000

BASE BID PLUS ALLOWANCES:		$

ALTERNATES:

ALTERNATE NO. 1:	Alternate #1: All components related to the Covered Truck Parking Structure	$
ALTERNATE NO. 2:	Alternate #2: ROW Paving	$

TOTAL BID	.....	$
Includes Base Bid plus Subtotal Allowances and Alternate 1, (if accepted at Contract Execution)		
TOTAL BID	.....	$
Includes Base Bid plus Subtotal Allowances and Alternate 1 plus Alternate 2, (if accepted at Contract Execution)		

Notes:
1. For information pertaining to Bid alternate prioritization, see Section 00820.
2. For a more detailed explanation of Bid alternates, see Section 01030.
3. For a more detailed explanation of Bid allowances, see Section 01020.
4. MINIMUM WAGES: Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid, as required in Section 00020, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of ninety (90) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020 or 00100, or any mutually agreed extension of that period; or
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days after notice of award, or any mutually agreed extension of that period.

GEOTECHNICAL BASELINE ACKNOWLEDGEMENT: The undersigned Bidder certifies that the Bidder has read and understands the Geotechnical Baseline Report (GBR), the Geotechnical Data Report, the Reflection Survey Report, and all other geological and geotechnical information and data as provided in the Contract Documents, including all Addenda. ***The Bidder acknowledges and agrees that the GBR represents the contractual statement of the subsurface conditions reasonably anticipated to be encountered during construction. The GBR will be used to evaluate whether subsurface conditions differ materially from those indicated in the GBR.***

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to substantially complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within One Hundred and Eighty-Two (182) Calendar Days.

If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within 90 Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.

The Bidder further agrees that should the Bidder fail to substantially or finally complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

WAIVER OF ATTORNEY FEES: In submitting the Bid, in consideration for the waiver of the Bidder's right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder.

Therefore, the Bidder and the OWNER agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Substantial Completion date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of Fourteen Hundred and Eighty dollars ($1480) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.

If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of Eight Hundred dollars ($800) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any Contract payment due.

In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

MINOR INFORMALITY: OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidders).

ADDENDUM: The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated		Received	
Addendum No. 2 dated		Received	
Addendum No. 3 dated		Received	
Addendum No. 4 dated		Received	

BID DOCUMENT EXECUTION AND ACKNOWLEDGEMENT: The undersigned Bidder certifies that the Bidder has read and understands Section 00020 Invitation for Bids, Section 00100 Instructions to Bidders, and all other requirements applicable to the Bidding process provided in the Bid and Contract Documents.

BIDDER's CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING (Section 00440): The undersigned Bidder, by its signature, represents and certifies that it has read and can affirmatively swear and subscribe to the statements in Section 00440 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification. If the Bidder cannot affirmatively swear and subscribe to any of the statements in Section 00440, Bidder represents and certifies that it has provided a detailed written explanation with its Bid on separate pages annexed hereto. The undersigned Bidder further certifies that it has not in any way directly or indirectly had communication restricted in the City Code Chapter 2-7, Article 6 (Anti-Lobbying and Procurement) during the No-Lobbying Period as defined in Chapter 2-7.

BIDDER's CERTIFICATION AS TO NONRESIDENT PROVISIONS (Section 00475): The undersigned Bidder certifies that it has read Section 00475 Nonresident Bidder Provisions and **Bidder certifies that Bidder is a resident of** _____ (*Bidder must write in the blank the state of which Bidder is a resident*).

Bidder will initial the blank set forth below to represent and certify that the Bidder has completed, executed, and enclosed the corresponding Bid Documents with the Bid.

____ MBE/WBE Compliance Document

____ One copy of Total Bid Form

The undersigned, by their signature, represents that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained herein. The Respondent, by submitting and signing below, certifies that they have received and read all sections of the entire solicitation document including all revisions, addenda and documents incorporated by reference, and agree to be bound by the terms therein.

_____
Corporate Secretary, *if Bidder is a Corporation

_____
Email for Secretary

(Seal)

_____
Bidder

_____
Authorized Signature/Print Name

_____
Title

_____
Date

_____

_____
Address

_____
Telephone Number / FAX Number

_____
Email for Person Signing Bid

_____
Email for Bidder's Primary Contact Person

END

TOTAL BID FORM

Solicitation No.:	IFB 6100 CLMC798
Project:	Dalton Lane Site Utilities and Service Center Improvements
Bidder:	
Total Bid Amount: (includes Base Bid plus any Allowances or Alternates shown in Section 00300)	

Notes:

1. This form will be displayed publicly in Austin Finance Online immediately after the solicitation closes.
2. In the case of discrepancies between this form and Section 00300, Section 00300 takes precedence.

STATEMENT OF BIDDERS EXPERIENCE

Section 00400

Project Name:	Dalton Lane Site Utilities and Service Center Improvements
Name of Bidder:	
Solicitation Number:	IFB 6100 CLMC798
CIP ID Number:	6016.018

Bidder must complete all Attachments to Section 00400 clearly and comprehensively. If necessary, responses may be continued on separately attached sheets.

To be considered a responsive and responsible bidder, the apparent three (3) low Bidders must complete and submit within three (3) working days of notification of low bidder status Attachments A through I in accordance with Article 11, Section 00100. Contractor Performance Evaluations for previous work with the City will be included in the assessment of the Bidder's experience. Any information in Attachments A through I and in the Contractor's Performance Evaluations that indicates the Bidder or a "Subcontractor" is not responsible or that might negatively impact a Bidder's ability to complete the Work within the Contract Time and for the Contract Price may result in the Bid being rejected.

The Bidder is responsible for the accuracy and completeness of all of the information provided by the Bidder or a proposed Subcontractor in response to this Invitation for Bids.

POST-BID SUBMITTALS

ATTACHMENT A – BIDDER'S INFORMATION

ATTACHMENT B – EXPERIENCE REQUIREMENTS (GENERAL CONTRACTOR)

ATTACHMENT C – PROJECT MANAGER AND SUPERINTENDENT EXPERIENCE

ATTACHMENT D – EXPERIENCE REQUIREMENTS (SPECIFIC CONSTRUCTION OR TECHNICAL EXPERIENCE)

ATTACHMENT E – AVAILABLE EQUIPMENT

ATTACHMENT F – AVAILABLE WORKFORCE

ATTACHMENT G – CURRENT PROJECTS

ATTACHMENT H – COMPLETED PROJECTS

ATTACHMENT I – BIDDER'S AUTHENTICATION

ATTACHMENT A
BIDDER'S INFORMATION

Attention Bidder: Complete and return within three (3) days of notification of the three (3) low bidders' status.

Solicitation Number:	IFB 6100 CLMC798
CIP ID Number:	6016.018

A.	**Name of Bidder:**	
B.	**Bidder's Permanent Address:**	
C.	**Bidder's Phone Number:**	
D.	**Number of years in business under current company name:**	

(Note: Bidder must have been in existence for a minimum of one (1) year under its current company name. Changes in company name during the experience period are acceptable, if the continuity of the company can be demonstrated. Attach separate documentation, if applicable.)

If Bidder answers "Yes" for <u>any</u> of questions E through H, Bidder must attach separate sheets with a brief description or explanation of the answer and provide pertinent contact information (parties' names, addresses and telephone numbers).

E.	**Has the Bidder ever defaulted on a contract?**	❒ **Yes**	❒ **No**
F.	**Are there currently any pending judgements, claims, or lawsuits against the Bidder?**	❒ **Yes**	❒ **No**
G.	**Does Bidder currently have any pending claims, judgements or lawsuits against any prior client?**	❒ **Yes**	❒ **No**
H.	**Is the Bidder or its principals involved in any bankruptcy or reorganization proceedings?**	❒ **Yes**	❒ **No**

ATTACHMENT B
EXPERIENCE REQUIREMENTS (GENERAL CONTRACTOR)

Attention Bidder: Complete and return within three (3) days of notification of the three (3) low bidders' status.

Solicitation Number:	IFB 6100 CLMC798
CIP ID Number:	6016.018

GENERAL CONTRACTOR EXPERIENCE:

Bidder must list and describe Bidder's (not proposed subcontractors') construction experience as a general contractor for a minimum of three (3) successfully completed projects of comparable size, scope and complexity to the Work described in the Contract Documents. Bidder should refer to the Section 01010 Summary of Work, subsection 1.2 Description of Work, to determine what is reasonably comparable. Decisions on "comparability" are at the complete discretion of the OWNER.

Bidder must have completed the projects within the past five (5) years.

Attention Bidder: Duplicate this form for each of the three (3) projects.

PROJECT NO. _____		
Name of Project:		
Location:		
OWNER's Name and Address:		
OWNER's Contact Person (Print):		
Phone/Fax No.		
Initial Contract Price:		
Final Contract Price:		
Contract Start Date: *(Date of Notice to Proceed)*		
Contract Time:	Calendar Days:	Working Days:
Contract Substantial Completion Date:		
Actual Substantial Completion Date:		
If contract time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each:		
Project Description and why it is comparable to this Contract:		

ATTACHMENT C
PROJECT MANAGER & SUPERINTENDENT EXPERIENCE

Attention Bidder: Complete and return within three (3) days of notification of the three (3) low bidders' status.

Name of Bidder:	
Solicitation Number:	IFB 6100 CLMC798
CIP ID Number:	6016.018

Bidder must attach resumes for the Project Manager and Superintendent who will be assigned to this project. The resumes must demonstrate that these individuals have worked on at least three (3) similar, successfully completed projects in the capacity of Project Manager or Superintendent, or other responsible supervisory capacity, as applicable, during the last 10 years.

Project Manager (name): _____

Superintendent (name): _____

Note: Attach Resumes & Experience

Attention Bidder: Complete and return within three (3) days of notification of the three (3) low bidders' status.

SPECIFIC CONSTRUCTION EXPERIENCE (GENERAL CONTRACTOR OR SUBCONTRACTOR PERFORMING THE WORK)

Bidder must provide the following project history information for each Construction Experience requirement listed below. OWNER may in its reasonable discretion deem the provided experience information insufficient and reject the Bid.

For each Construction Experience item listed below, list and describe the applicable Construction Experience for a minimum of three (3) successfully completed projects of comparable size, scope, and complexity to the Work described for this project. Comparability requirements may be spread among the three (3) projects per item submitted, e.g. One Project may demonstrate comparable size, another Project may demonstrate comparable scope and another may demonstrate comparable complexity. Decisions on "comparability" are at the complete discretion of the OWNER.

The Work must have been performed within the past five (5) years.

Bidder must provide all requested information in a complete, clear, and accurate manner. If necessary, additional information may be provided on separate attached sheets. Failure to provide any requested information may cause the Bid to be rejected by OWNER as non-responsive.

If the Bidder proposes to fulfill any specific construction experience requirement with subcontracted resources, the applicable Subcontractor must be included in the Bidder's Original MBE/WBE Compliance Plan. Failure to include subcontractors on the MBE/WBE Compliance Plan may render your bid non-responsive.

SPECIFIC CONSTRUCTION EXPERIENCE ITEMS REQUIRED:

ITEM 1. Furnish and/or installation of underground utility work and ROW work connections.
ITEM 2. Furnish and/or installation of metal canopy structures

The Bidder shall complete and duplicate the following specific Construction Experience Form as required to provide the requested documentation for a minimum of three (3) successfully completed projects for each of the above specific Construction Experience requirements.

CONSTRUCTION EXPERIENCE DOCUMENTATION FORM	
EXPERIENCE ITEM NUMBER:	
Project Number:	
Does Bidder plan to self-perform this work?	☐ **Yes** ☐ **No**
If "NO", provide the following Subcontractor's information:	
Company's Address:	

Permanent Address:		
Phone No.		
# of years Subcontractor has been in business under current company name:		
Name of Project:		
Location:		
OWNER's Name:		
OWNER's Address:		
OWNER's Contact Person (Print):		
Phone/Fax No.:		
Initial Contract Price:		
Final Contract Price:		
Contract Start Date: *(Date of Notice to Proceed)*		
Contract Time:	Calendar Days:	Working Days:
Contract Substantial Completion Date:		
Actual Substantial Completion Date:		
If contract time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each:		
Project Description and why it is comparable to this Contract:		

ATTACHMENT E
AVAILABLE EQUIPMENT LIST

Attention Bidder: Complete and return within three (3) days of notification of the three (3) low bidders' status.

Name of Bidder:	
Solicitation Number:	IFB 6100 CLMC798
CIP ID Number:	6016.018

Provide a list of equipment that is available to the CONTRACTOR or its Subcontractor(s) and is specifically intended to be used on the Work under this Contract. Also indicate whether the equipment is owned or will be leased by the CONTRACTOR and/or Subcontractor(s).

EQUIPMENT	OWNED OR LEASED	COMMITTED TO ANOTHER PROJECT?	AVAILABLE / RELEASE DATE

		(Yes / No)	

Use additional pages, as necessary

ATTACHMENT F
AVAILABLE WORKFORCE

Attention Bidder: Complete and return within three (3) days of notification of the three (3) low bidders' status.

Name of Bidder:	
Solicitation Number:	IFB 6100 CLMC798
CIP ID Number:	6016.018

Provide a list of the available workforce for the various disciplines and crafts required for the Work on this Project, including the number of work crews, and number and worker classification for each equipment operator, mechanic, and laborer for that portion of the Work that Bidder will actually perform.

Number of Anticipated Work Crews: _____

DISCIPLINE OR CRAFT	NO. OF EMPLOYEES	COMMITTED TO ANOTHER PROJECT? (Yes / No)	AVAILABLE / RELEASE DATE
Professional (specify)			
Superintendent			
Technical (specify)			
Skilled Workers (specify)			
Semiskilled Workers (specify)			
Equipment Operators (Backhoe Loaders, Skid Steers, Scissor lifts, telescoping boom lifts)			
Other			

Use additional pages, as necessary

ATTACHMENT G
CURRENT PROJECT LISTING (INCLUDING ALL CITY OF AUSTIN PROJECTS)

Attention Bidder: Complete and return within three (3) days of notification of the three (3) low bidders' status.

Name of Bidder:	
Solicitation Number:	IFB 6100 CLMC798
CIP ID Number:	6016.018

Provide a list of <u>all current projects</u>, including *<u>all City of Austin projects</u>*. Include the following for all jobs that Bidder is currently committed to or has currently underway: brief statement regarding the job type; estimated project duration; project contact; and project description.

Name of Project:		
Location:		
Type of Job:		
City of Austin Job?	☐ **Yes**	☐ **No**
Project Start Date		
Estimated Completion Date:		
Project Contact:		
Brief Description:		

Name of Project:		
Location:		
Type of Job:		
City of Austin Job?	☐ **Yes**	☐ **No**
Project Start Date		
Estimated Completion Date:		
Project Contact:		
Brief Description:		

ATTACHMENT H
COMPLETED PROJECTS (INCLUDING ALL CITY OF AUSTIN PROJECTS)

Attention Bidder: Complete and return within three (3) days of notification of the three (3) low bidders' status.

Name of Bidder:	
Solicitation Number:	IFB 6100 CLMC798
CIP ID Number:	6016.018

Provide a list of <u>all completed projects</u>, including <u>all City of Austin projects</u> that Bidder has completed in the past five (5) years by calendar year (or life of company if less than five (5) years). Include the following: a brief statement regarding the job type, the estimated project duration, project contact, and project description.

Calendar Year of _____

Name of Project:		
Location:		
Type of Job:		
City of Austin Job?	☐ **Yes**	☐ **No**
Project Duration:		
Project Contact:		
Brief Description:		

Name of Project:		
Location:		
Type of Job:		
City of Austin Job?	☐ **Yes**	☐ **No**
Project Duration:		
Project Contact:		
Brief Description:		

Use additional pages as necessary to achieve a representative listing covering 5 years

ATTACHMENT I
BIDDERS AUTHENTICATION

(Attention Bidder: Complete and return within three (3) days of notification of the three (3) low bidders' status)

Solicitation Number:	IFB 6100 CLMC798
CIP ID Number:	6016.018

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided in Attachments A-H are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected.

Bidder's full name and entity status:

_____
Company's Name

_____
Signature, Authorized Representative of Bidder

_____
Title

_____
Date

END

CERTIFICATE OF NON-SUSPENSION OR DEBARMENT

Section 00405

Solicitation Number: _____ (to be filled in by Contractor)

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all bidders on all City of Austin Contracts to be awarded with values equal to or in excess of $25,000.00 and all non-procurement transactions.

The CONTRACTOR hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's full name and entity status:

_____

_____
(Name/Signature of Authorized Official)

_____
Title

_____
Date

END

BIDDER'S SAFETY EXPERIENCE
(To Be Submitted Post-Bid)

Solicitation Number: _____ (to be filled in by Contractor)

NAME OF BIDDER: _____

Pursuant to Section 252.0435 of the Local Government Code, the OWNER will consider the safety records of bidders prior to awarding a City contract. Upon request, a bidder is required to provide information to demonstrate the safety and health performance of their company. The information obtained from a bidder or from other sources will be used to determine the bidder's safety record, and will not automatically be used to exclude the bidder from selection for this or any future procurement. The OWNER will consider the responses to this Section 00410 document separately when making a discretionary determination of whether to disqualify a bidder, and may also consider the cumulative impact of the information generated by the bidder's responses in making the determination. Bidders are responsible for reviewing the safety records of proposed subcontractors.

Upon notification from the OWNER, the three (3) apparent low bidders are required to provide the following information:

WORKERS' COMPENSATION EXPERIENCE MODIFICATION RATE DATA			
Provide bidder's Workers' Compensation **Experience Modification Rate (EMR)** Data using the loss experience that occurred within the past five years. Attach bidder's NCCI workers compensation experience rating sheets for the past five (5) years.		**Policy Year**	**EMR**
	Current EMR:		
	1 Year Ago:		
	2 Years Ago:		
	3 Years Ago:		
	4 Years Ago:		
Bidder's initialing here certifies that bidder does not have an EMR: _____ *(Submit a copy of bidder's Insurance Loss Run Reports for the last five years if bidder does not have an EMR.)*			
Bidder may include additional information explaining any circumstances that may have affected the company's EMR rate.			
Evaluation: Bidders with a 5-year EMR average that exceeds the 5-year industry average EMR by more than 25% may be deemed non-responsive.			

REGULATORY NOTICE AND CITATION HISTORY DATA	
Provide bidder's information regarding regulatory **OSHA and/or Environmental Protection Agency Notices and Citations** as follows: Describe federal, state, city/municipal or county OSHA notices of noncompliance or citations issued to or received by the bidder within the past three years or any notices from any environmental protection agency, including any notices or citations from any state agency or local government responsible for enforcing environmental protection or other health and safety laws or regulations of any state of the United States, received within the past three years.	**Provide a description of each on the OSHA/EPA form on the following page to include:** • Date of Citation/Notices • Issuing agency • Standard cited • Level of violation (i.e. serious, willful) • Dates and brief description(s) of the event(s) • Brief description(s) of actions taken to correct the violation(s) • Current status (Open, Closed, Contested) • If Closed, date of Closure • If Open, estimated date of Closure
Bidder may include additional information explaining any related circumstances.	
Evaluation: Information may be verified by referring to respective agency. More than two serious or more than one willful or repeated violation (investigation completed) within the past three years may deem the Bidder non-responsive.	

OSHA and/or Environmental Protection Agency Notices Within Past Three Years						
Date of Citation or Notice	Issuing Agency	Violation Level (i.e. serious, willful)	Brief description of event	Brief description of actions taken to correct violation(s)	Current Status (Open, Closed, Contested)	Closed Date, or if Open, estimated Close Date

INJURY AND ILLNESS INCIDENCE RATE DATA	
Provide bidder's ***Total Case Incidence Rate(s) (TCIR)** for the 3 most recent calendar years. Attach bidder's OSHA 300 and 300A logs for the past 3 years.	**TCIR Rates:** Current Rate: _____ 1 Year Ago: _____ 2 Years Ago: _____
DAYS AWAY, RESTRICTED, AND TRANSFER RATE DATA	
Provide bidder's ****Days Away, Restricted, and Transfer Rate(s) (DART)** for the three most recent calendar years.	**DART Rates:** Current Rate: _____ 1 Year Ago: _____ 2 Years Ago: _____
Bidder may include additional information explaining any circumstances that may have affected the submitted rates and/or their associated three year trends.	
Evaluation: Rates will be compared to the most recently published Bureau of Labor Statistics (BLS) national average for the Standard Industrial Classification code (SIC) or North American Industrial Classification Systems (NAICS) code for the construction industry. For consideration of another code within the construction industry, the Bidder must provide the code and justification. Bidders with a 3-year TCIR or DART average that exceeds the 3-year TCIR or DART industry average may be deemed non-responsive.	

**TCIR – To calculate the calendar year TCIR, determine the total number of all recordable injuries and illnesses that occurred during the year in question, divide that total by the total number of hours worked by all employees during that year, and multiply the result by 200,000.*

*** DART – To calculate the calendar year DART, determine the total number of recordable injuries and illnesses resulting in days away from work, restricted work activity, and/or job transfer that occurred during the year in question, divide that total by the total number of hours worked by all employees during that year, and multiply the result by 200,000.*

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that my responses and the information I have provided are true and correct to the best of my personal knowledge and belief and I have made no willful misrepresentations in this, or withheld any relevant information in my statements. I am aware that any information given by me in response to this Section 00410 may be investigated and I hereby give my full permission for any such investigations, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected or cause any contract based on misrepresentations to be cancelled.

Contractor's full name and entity status:

_____

_____
(Name/Signature of Authorized Official)

_____
Title

_____
Date

END

NON-COLLUSION, NON-CONFLICT OF INTEREST AND ANTI-LOBBYING

State of Texas

County of Travis

The term **"Bidder"**, as used herein, includes the individual or business entity submitting the bid includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Bidder, and anyone or any entity acting for or on behalf of the Bidder, including a subcontractor in connection with this bid.

The terms **"City"** and **"Owner"** are synonymous.

1. **Anti-Collusion Statement.** The Bidder has not and will not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, bidder or potential bidder to the amount of this bid or the terms or conditions of this bid.
   b. paid or agreed to pay any other person, firm, corporation bidder or potential bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached bid or the bid of any other bidder.

2. **Preparation of Invitation for Bid and Contract Documents**. The Bidder has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying bid or contract documents., In addition, the Bidder has not otherwise participated in the preparation or development of the underlying bid or contract documents, except to the extent of any comments or questions and responses in the bidding process, which are available to all bidders, so as to have an unfair advantage over other bidders, provided that the Bidder may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Bidder has not participated in the evaluation of bids or proposals or other decision making process for this solicitation, and, if Bidder is awarded a contract hereunder, no individual, agent, representative, consultant or sub contractor or consultant associated with Bidder, who may have been involved in the evaluation or other decision making process for this solicitation, will have any direct or indirect financial interest in the Contract, provided that the Bidder may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Bidder is not presently aware of any potential or actual conflicts of interest regarding this solicitation, which either enabled Bidder to obtain an advantage over other bidders or would prevent Bidder from advancing the best interests of OWNER in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Bidder is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Bidder:

   a. does not have an employment or other business relationship with any local government officer of OWNER or a family member of that officer that results in the officer of family member receiving taxable income;
   b. has not given a local government officer of OWNER one or more gifts, other than gifts of food lodging transportation or entertainment accepted as a guest, that have an aggregate value of more than $100 in the twelve-month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Bidder; and
   c. does not have a family relationship with a local government officer of OWNER in the third degree of consanguinity or the second degree of affinity.

   As required by Chapter 176, Bidder must file the Conflicts of Interest Questionnaire with the Purchasing Department no later than the seventh business day after the commencement of contract discussions or negotiations with the City or the submission of a Bid, response to a request for proposals, or other writing related to a potential contract with OWNER. The questionnaire must be updated not later than the seventh day after the date of an event that would make a statement in the questionnaire inaccurate or incomplete. There are statutory penalties for failure to comply with Chapter 176.

7. **Anti-Lobbying Ordinance.** On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is included in Section 00100 of this solicitation and is also posted on the Internet at:

   https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf

8. **Texas Government Code Chapter 2270.** The City is prohibited from contracting with any "company", for goods and services unless the following verification is included in this contract.

   If CONTRACTOR qualifies as a "company", then CONTRACTOR verifies that it: (a) does not "boycott Israel"; and (b) will not "boycott Israel" during the term of this contract. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code Section 2270.001. CONTRACTOR's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this contract.

NOTE: THE ABOVE STATE LAW HAS RECENTLY BEEN TEMPORARILY ENJOINED. HOWEVER, IF THIS INJUNCTION IS LIFTED OR STAYED BY A COURT OR OTHER ENTITY OF COMPETENT JURISDICTION, THIS SECTION WILL BE AN ENFORCEABLE AND REQUIRED TERM OF YOUR CONTRACT WITH THE CITY. IF YOU DISAGREE WITH THE ABOVE PROVISION OF THE CONTRACT, PLEASE STRIKE THROUGH IT OR INDICATE YOUR OBJECTION ON THIS PAGE. YOUR BID WILL NOT BE AFFECTED BY STRIKING THROUGH THIS PROVISION AT THIS TIME. STRIKING THROUGH THE PROVISION OR STATING YOUR OBJECTION TO IT WILL NOT CAUSE THE CITY TO REJECT YOUR BID.

If the Bidder cannot affirmatively swear and subscribe to the forgoing statements, the Bidder shall provide a detailed written explanation on separate pages to be included with Bid.

END

NONRESIDENT BIDDER PROVISIONS

Section 00475

Solicitation Number: _____ (to be filled in by Contractor)

Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code § 2252.002, as amended:

A. Is the bidder that is making and submitting this bid a "resident bidder" or a "non-resident bidder"?

Answer: _____

(1) Texas Resident Bidder - A bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder - A bidder who is not a Texas Resident Bidder.

B. If the Bidder is a "Nonresident Bidder", does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the bid of a Resident Bidder of that state in order for the nonresident bidder of that state to be awarded a contract on his bid in such state?

Answer: ❒ Yes ❒ No Which state? _____

If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a contract on such bid in said state?

Answer: _____

END

AGREEMENT SECTION
Section 00500

STATE OF TEXAS
COUNTY OF TRAVIS

THIS AGREEMENT is made and entered into by and between the City of Austin, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "OWNER," and _____, of the City of _____, County of _____, and State of_____, hereinafter referred to as the "CONTRACTOR."

In consideration of the promises, performances, payments and agreements set forth herein CONTRACTOR hereby agrees to commence and complete the following Project:
_____
_____
and all Work in accordance with the Project Manual, Drawings and Addenda, which are incorporated herein by reference and made a part hereof and which have been prepared by _____ and approved by OWNER, and OWNER agrees to pay the CONTRACTOR the total amount of:

$	
(Figures)	**(Words)**

The CONTRACTOR hereby agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to <substantially> <finally> complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within _____ (___) <Working> <Calendar> Days. <If a Substantial Completion date has been specified, the CONTRACTOR further agrees to reach Final Completion within <_____> (<___>) <Working> <Calendar> Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.> Waiver of any breach of this Contract shall not constitute waiver of any subsequent breach.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the OWNER, the CONTRACTOR knowingly and intentionally waives its right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

This Agreement is executed to be effective upon the date of the last party to sign.

SAMPLE

<u>The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledge that they have read the entire contract and agree to be bound by the terms contained herein.</u>

OWNER	§	**CONTRACTOR**
By:_____ (Signature)	§	**By:**_____ (Signature)
_____ Date	§	_____ Date
_____ Title of Signatory	§	_____ Printed Name of Signatory
	§	_____ Title of Signatory, Authorized Rep
	§	ATTEST (as applicable)
	§	_____ ***Corporate Secretary of Corporate Bidder or Corporate General Partner**

END

SAMPLE

PERFORMANCE BOND
Section 00610

STATE OF TEXAS
COUNTY OF _____

Bond No. _____
C.I.P. ID No. _____

Project Name_____

Know All Men By These Presents: That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____, a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (OWNER), in the penal sum of _____U.S. Dollars ($ _____U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated the _____ day of _____, _____, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular covenants, conditions and agreements in and by said contract agreed and covenanted by Principal to be observed and performed, and according to true intent and meaning of said Agreement hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect. If OWNER notifies Principal and Surety the OWNER is considering declaring Principal in default, Surety agrees to meet with OWNER and Principal no later than fifteen days after receipt of such notice to discuss methods of performing the Work of the Contract.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract Amount shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____day of _____, _____.

_____	_____
Principal	Surety
By_____	By_____
(Signature)	(Signature)
Title_____	Title_____
Address_____	Address_____
_____	_____

SAMPLE

_____ _____

Telephone _____ Fax_____
E-Mail Address _____

Name and address of Resident Agent of Surety:
_____
_____

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

END

SAMPLE

PAYMENT BOND
Section 00620

STATE OF TEXAS
COUNTY OF _____

Bond No. _____
C.I.P. ID No. _____

Project Name: _____

Know All Men By These Presents: That _____ of the City of _____, County of _____, and State of _____ as Principal, and _____, a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (OWNER), and all Subcontractors, workers, laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to sue upon this bond in the penal sum of _____ U.S. Dollars ($_____ U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated the _____ day of _____, _____, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, condition of this obligation is such, that if the said Principal shall well and truly pay all Subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals for subcontracts, work, labor, equipment, supplies and materials done and furnished for the construction of improvement of said Agreement, then this obligation shall be and become null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract Amount shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____day of _____, _____.

_____	_____
Principal	Surety
By_____ (Signature)	By_____ (Signature)
Title_____	Title_____

Title_____ Title_____

Address_____ Address_____
_____ _____
_____ _____

Telephone _____ Fax_____
E-Mail Address _____

Name and address of Resident Agent of Surety:
_____
_____

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

END

SAMPLE

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATE

Section 00630

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas, ("OWNER")

Our firm conforms to the Code of the City of Austin Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. (B) As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.
(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.
(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
(4) To state in all solicitations or advertisements for employees placed by or on behalf of Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
(6) To cooperate fully with OWNER's Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of said Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for expenditure of $2,000.00 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Bid and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination and Non-Retaliation Policy as set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non- retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code as set forth above and the City's Non-Retaliation Policy, as the Contractor's Non-Discrimination and Non-Retaliation Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIAITON POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY, AS SET FORTH HEREIN, ***OR*** *THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.*
(http://austintexas.gov/page/bid-docs).

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 00630 Non-Discrimination and Non-Retaliation Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

END

TITLE VI ASSURANCES APPENDIX A

Section 00631

Solicitation Number: _____ (to be filled in by Contractor)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor will so certify to the Recipient, or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) withholding of payments to the contractor under the contract until the contractor complies, and or
   (b) cancelling, terminating or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, that if a

contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Source: DOT 1050.2A, Updated DOT Standard Title VI Assurances and Non-Discrimination Provisions 10/22/2013. Must be inserted into every contract/agreement regardless of funding sources.)

Contractor's full name and entity status:

_____

_____
(Name/Signature of Authorized Official)

_____
Title

_____
Date

END

TITLE VI ASSURANCES APPENDIX E
Section 00632

Solicitation Number: _____ (to be filled in by Contractor)

During the performance of this contract, the contractor (hereinafter includes consultants), for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP).

12. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(Source: DOT 1050.2A, Updated DOT Standard Title VI Assurances and Non-Discrimination Provisions 10/22/2013. Must be inserted into every contract/agreement regardless of funding sources.)

Contractor's full name and entity status:

_____

_____
(Name/Signature of Authorized Official)

_____
Title

_____
Date

END

CERTIFICATE OF INSURANCE

Section 00650

This Certificate shall be completed by a licensed insurance agent:

Name and Address of Agency:

_____

_____

_____

Phone: _____ / _____

Name and Address of Insured:

_____

_____

_____

Phone: _____/ _____

Prime or Sub-Contractor?: _____

Name of Prime Contractor, if different from Insured: _____

City of Austin Reference:

Project Name:

C.I.P. No.:

Project Location:

Managing Dept.:

Contract No.:

Project Mgr.:

Insurers Affording Coverages:

Insurer A: _____

Insurer B: _____

Insurer C: _____

Insurer D: _____

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFE-CTIVE DATE (MM/DD/YYYY)	POLICY EXPIR-ATION DATE (MM/DD/YYYY)	LIMITS OF LIABILITY	
	Commercial General Liability Policy As defined in the Policy, does the Policy provide:				Each Occurrence	$
					General Aggregate	$
	☐ Yes ☐ No -- Completed Operations/Products				Completed Operations /Products Aggregate	$
	☐ Yes ☐ No -- Contractual Liability				Personal & Advertising Injury	$
	☐ Yes ☐ No -- Explosion				Deductible or Self Insured Retention	$
	☐ Yes ☐ No -- Collapse					
	☐ Yes ☐ No -- Underground					
	☐ Yes ☐ No -- Contractors/ Subcontractors Work					
	☐ Yes ☐ No -- Aggregate Limits per Project Form CG 2503					
	☐ Yes ☐ No -- Additional Insured Form – CG 2010 and CG2037					
	☐ Yes ☐ No -- 30 Day Notice of Cancellation Form – CG 0205					
	☐ Yes ☐ No -- Waiver of Subrogation Form – CG 2404					
	Pollution/ Environmental Impairment Policy				Occurrence	$
					Aggregate	$

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFE-CTIVE DATE (MM/DD/YYYY)	POLICY EXPIR-ATION DATE (MM/DD/YYYY)	LIMITS OF LIABILITY	
	Auto Liability Policy As defined in the Policy, does the Policy provide:				CSL	$
					Bodily Injury (Per Accident)	$
	☐ Yes ☐ No -- Any Auto				Bodily Injury (Per Person)	$
	☐ Yes ☐ No -- All Owned Autos				Property Damage (Per Accident)	$
	☐ Yes ☐ No -- Non-Owned Autos					
	☐ Yes ☐ No -- Hired Autos					
	☐ Yes ☐ No -- Waiver of Subrogation – CA0444					
	☐ Yes ☐ No -- 30 Day Notice of Cancellation – CA0244					
	☐ Yes ☐ No -- Additional Insured – CA2048					
	☐ Yes ☐ No -- MCS 90					
	Excess Liability ☐ Umbrella Form ☐ Excess Liability Follow Form				Occurrence	$
					Aggregate	$
	Workers Compensation and Employers Liability As defined in the Policy, does the Policy provide:				☐ Statutory	
					Each Accident	$
	☐ Yes ☐ No -- Waiver of Subrogation – WC420304				Disease – Policy Limit	$
	☐ Yes ☐ No -- 30 Day Notice of Cancellation – WC420601				Disease – Each Employee	$
	Is a Builders Risk or Installation Insurance Policy provided? ☐ Yes ☐ No					$
	☐ Yes ☐ No -- Is the City shown as loss payee/mortgagee?					
	Professional Liability As defined in the Policy, does the Policy provide:				Each Claim	$
	☐ Yes ☐ No -- 30 Day Notice of Cancellation Retroactive Date: _____				Deductible or Self Insured Retention	$

This form is for informational purposes only and certifies that policies of insurance listed above have been issued to insured named above and are in force at this time. Not withstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, insurance afforded by policies described herein is subject to all terms, exclusions and conditions of such policies.

CERTIFICATE HOLDER:

DATE ISSUED: _____

City of Austin
Capital Contracting Office
P.O. Box 1088
Austin, Texas 78767

_____
AUTHORIZED REPRESENTATIVE SIGNATURE
Licensed Insurance Agent

END

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATE

City of Austin, Texas

P.O. Box 1088

Austin, Texas 78767

CONTRACTOR / PURCHASER: _____

Street Address: _____

City, State, ZIP Code: _____

PROJECT: _____

Project Manager: _____

FDU No.: _____

CIP ID No.: _____

Description of items to be purchased or as described on the attached order or invoice:

_____

_____

The Contractor may purchase all labor, materials, supplies, and equipment to be incorporated in the City of Austin realty, including easements, or completely consumed at the Project jobsite and services required by or integral to the performance of the contract for the Project without paying sales or use tax in accordance with State Comptroller Rule 3.291.

Contractor/Purchaser claims this exemption for the following reason: This contract is to be performed for the City of Austin, a tax exempt entity under the Texas Tax Code.

I understand that I will be liable for payment of sales and use taxes which may become due for failure to comply with the provisions of the Tax Code. I also understand that it is a criminal offense to give an exemption certificate to the contractor for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and depending on the amount of tax evaded, the offense may range from a Class B misdemeanor to a felony of the second degree.

City of Austin, Texas	Title	Date
Elaine Hart ELAINE HART	DEPUTY CITY MANGER/CHIEF FINANCIAL OFFICER	January 11, 2019

CONTRACTOR/PURCHASER: _____

By: _____

Title: _____

Date: _____

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID. Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist. This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

End

NON-USE OF ASBESTOS AFFIDAVIT (CONTRACTOR PRIOR TO CONSTRUCTION)

Section 00680

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, personally appeared the Affiant who, being by me first duly sworn, upon oath deposed and stated:

"My name is _____, hereinafter known as Affiant. "I am over the age of 18 years and I have never been convicted of a crime. I am the _____of_____ hereinafter known as CONTRACTOR.

"I am fully competent to make this affidavit. I have personal knowledge of the facts set forth below and they are all true and correct.

"WHEREAS CONTRACTOR has submitted a bid to the City of Austin as the Prime CONTRACTOR and anticipates being awarded a contract for the construction of _____located at_____, Austin, Texas, hereinafter known as Project, for the City of Austin, Texas, hereinafter known as OWNER, and "WHEREAS asbestos in a dust form is a recognized health hazard, and "WHEREAS the OWNER desires not to have any asbestos containing materials used or incorporated into the construction of the Project; "THEREFORE the CONTRACTOR affirms and understands the following:

1. The CONTRACTOR, any person, firm or organization representing or represented by the CONTRACTOR, or employed by the CONTRACTOR shall not cause or allow any material to be incorporated into the construction of the project, or allow any building material on the project site that is an asbestos containing material or any other material defined as containing asbestos by any laws, rules or regulations promulgated by the United States Government, the State of Texas or any governmental organization or agency operating under the authority of either of those entities.

2. Realizing that there might be some materials in which a satisfactory non-asbestos containing material could not be obtained, the Consultant has received prior approval from the OWNER before specifying any such asbestos containing material. Those approved materials are the only asbestos containing materials that are exempt from the above prohibition.

3. The CONTRACTOR certifies and affirms their understanding that if any asbestos containing materials not approved by the City of Austin for inclusion into the Project, are determined, as a result of any inspection and sample analysis performed by an individual(s) and/or firm(s) certified and/or licensed to perform such inspection by the United States Government and/or the State of Texas, to have been incorporated into the construction of the Project, or brought onto the site of the Project, the OWNER shall look to the CONTRACTOR for reimbursement of any and all costs incurred in the removal and/or other abatement of said asbestos containing materials.

4. CONTRACTOR further understands that OWNER shall also look to the CONTRACTOR for any and all damages to OWNER which result from the inability of the OWNER to use any portion or all of the Project due to the incorporation of asbestos containing materials that have not been approved by OWNER.

5. CONTRACTOR further understands that OWNER will pursue reimbursement of any said cost and compensation for any said damages from the CONTRACTOR by any and every means within OWNER's right and power.

Signature of Affiant: _____

STATE OF TEXAS
COUNTY OF TRAVIS

ON _____, 20___, personally appeared_____ and been duly sworn by me, subscribed to the foregoing affidavit and has stated that the facts stated therein are true and correct.

_____
Notary Public, State of Texas

_____
Printed Name of Notary

My Commission Expires:_____

END

NON-USE OF ASBESTOS AFFIDAVIT (CONTRACTOR AFTER CONSTRUCTION)

Section 00681

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, personally appeared the Affiant who, being by me first duly sworn, upon oath deposed and stated:

"My name is _____, hereinafter known as Affiant. "I am over the age of 18 years and I have never been convicted of a crime. I am the _____of_____ hereinafter known as CONTRACTOR.

"I am fully competent to make this affidavit. I have personal knowledge of the facts set forth below and they are all true and correct.

"WHEREAS CONTRACTOR was awarded a Contract for, and was the Prime CONTRACTOR for the construction of _____ located at _____, Austin, Texas, hereinafter known as Project, for the City of Austin, Texas, hereinafter known as OWNER, and "WHEREAS asbestos in a dust form is a recognized health hazard, and "WHEREAS the OWNER desires not to have any asbestos containing materials used or incorporated into the construction of the Project; "THEREFORE the CONTRACTOR affirms and understands the following:

1. The CONTRACTOR, any person, firm or organization representing or represented by the CONTRACTOR, or employed by the CONTRACTOR has not caused or allowed any material to be incorporated into the construction of the project, or allowed any building material on the project site that is an asbestos containing material or any other material defined as containing asbestos by any laws, rules or regulation promulgated by the United States Government, the State of Texas or any governmental organization or agency operating under the authority of either of those entities.

2. Realizing that there were some materials in which a satisfactory non-asbestos containing material could not be obtained, the Consultant received prior approval from the OWNER before specifying any such asbestos containing material. Those approved materials were the only asbestos containing materials incorporated into the construction of the Project and are listed below, with their locations:

_____

_____

_____

3. The CONTRACTOR certifies and affirms their understanding that if any asbestos containing materials not approved by the City of Austin for inclusion into the Project, are determined, as a result of any inspection and sample analysis performed by an individual(s) and/or firm(s) certified and/or licensed to perform such inspection by the United States Government and/or the State of Texas, to have been incorporated into the construction of the Project, or brought onto the site of the Project, the OWNER shall look to the CONTRACTOR for reimbursement of any and all costs incurred in the removal and/or other abatement of said asbestos containing materials.

4. CONTRACTOR further understands that OWNER shall also look to the CONTRACTOR for any and all damages to OWNER which result from the inability of the OWNER to use any portion or all of the Project due to the incorporation of asbestos containing materials that have not been approved by OWNER.

5. CONTRACTOR further understands that OWNER will pursue reimbursement of any said cost and compensation for any said damages from the CONTRACTOR by any and every means within OWNER's right and power.

Signature of Affiant:_____

STATE OF TEXAS
COUNTY OF TRAVIS

On _____, 20___, personally appeared_____ and been duly sworn by me, subscribed to the foregoing affidavit and has stated that the facts stated therein are true and correct.

_____
Notary Public, State of Texas

_____
Printed Name of Notary

My Commission Expires: _____

END

Bidding Requirements, Contract Forms and Conditions of the Contract

GENERAL CONDITIONS OF THE CONTRACT

Section 00700

General Conditions Table of Contents

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ARTICLE 1 – DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addendum - Written instruments issued by the Contract Awarding Authority which clarify, correct or change the bidding requirements or the Contract Documents prior to the Due Date. "Addenda" is the plural form of Addendum.

1.2 Agreement - Prescribed form, Section 00500.

1.3 Alternative Dispute Resolution - The process by which a disputed Claim may be settled if the OWNER and the CONTRACTOR cannot reach an agreement between themselves, as an alternative to litigation.

1.4 Bid - A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant Contract.

1.5 Bidder - A person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

1.6 Bid Documents - The advertisement or Invitation for Bids, instructions to Bidders, the Bid form, the Contract Documents and Addenda.

1.7 Calendar Day - Any day of the week; no days being excepted. Work on Saturdays, Sundays, and/or Legal Holidays shall be coordinated with OWNER.

1.8 Change Directive - A written directive to CONTRACTOR, signed by OWNER, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.

1.9 Change Orders - Written agreements entered into between CONTRACTOR and OWNER authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution Date of the Agreement.

1.10 Claim - A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

1.11 Contract - The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.

1.12 Contract Amount - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.

1.13 Contract Awarding Authority - A City department authorized to enter into Contracts on behalf of the City.

1.14 Contract Documents - Project Manual, Drawings, Addenda and Change Orders.

1.15 Contract Time - The number of days allowed for completion of the Work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.16 CONTRACTOR - The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.

1.17 Critical Path - The longest series of tasks that runs consecutively from the beginning to the end of the project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly a project can be completed, given appropriate resources.

1.18 Drawings - Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been approved by OWNER. Drawings may include plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so defined.

1.19 Due Date - The date and time specified for receipt of Bids.

1.20 Engineer/Architect (E/A) - The OWNER's design professional identified as such in the Contract. The titles of "Architect/Engineer," "Architect" and "Engineer" used in the Contract Documents shall read the same as Engineer/Architect (E/A). Nothing contained in the Contract Documents shall create any contractual or agency relationship between E/A and CONTRACTOR.

1.21 Equal - The terms "equal" or "approved equal" shall have the same meaning.

1.22 Execution Date - Date of last signature of the parties to the Agreement.

1.23 Field Order - A written order issued by Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.

1.24 Final Completion - The point in time when OWNER determines that all Work has been completed and final payment to CONTRACTOR will be made in accordance with the Contract Documents.

1.25 Force Account - a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5.

1.26 Inspector - The authorized representative of any regulatory agency that has jurisdiction over any portion of the Work.

1.27 Invitation for Bid (IFB) - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or the Internet.

1.28 Legal Holidays

1.28.1 The following are recognized by the OWNER:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

1.28.2 If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

1.28.3 Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.

1.29 Milestones - A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.30 Notice to Proceed - A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.31 OWNER - City of Austin, Texas, a municipal corporation, home rule city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Manager or his/her designee, officers, agents or employees to administer design and construction of the Project.

1.32 Owner's Representative - The designated representative of the OWNER. The Owner's Representative will be identified at the pre-construction conference.

1.33 Partial Occupancy or Use - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.

1.34 Project - The subject of the Work and its intended result.

1.35 Project Manual - That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.

1.36 Resident Project Representative - The authorized representative of E/A who may be assigned to the site or any part thereof.

1.37 Shop Drawings - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.

1.38 Specifications - Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.

1.39 Solicitation - Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.

1.40 Substantial Completion - The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.

1.41 Subcontractor - An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.

1.42 Sub-Subcontractor - A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.

1.43 Superintendent - The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.

1.44 Supplemental General Conditions - The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.

1.45 Supplier - An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.46 Time Extension Request - An approved request for time extension on a form acceptable to OWNER.

1.47 Work - The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.

1.48 Working Day - Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. If other contract documents reduce the continuous period available for work to less than seven (7) hours, those reduced hours shall be considered a Working Day. Upon agreement with Owner's Representative, work on Saturdays, Sundays, and/or Legal Holidays may be allowed and will be considered a Working Day.

1.49 Working Hours

1.49.1 Working Day Contract: All Work shall be done between 7:00 a.m. and 6:00 p.m. unless otherwise authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.

1.49.2 Calendar Day Contract: All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner’s Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.

1.50 Written Notice - Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative at the last business address known to the party giving notice.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Agreement, Bonds, Insurance, etc.: Within five (5) Working Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.

2.2 Copies of Documents: OWNER shall furnish to CONTRACTOR (1) copy of the executed Project Manual, one (1) set of Drawings and one (1) copy of the Contract Documents in .pdf format. Additional copies will be furnished, upon request, at the cost specified in the Supplemental General Conditions."

2.3 Commencement of Contract Times; Notice to Proceed: The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

2.4 Before Starting Construction:

2.4.1 No Work shall be done at the site prior to the preconstruction conference without OWNER's approval. Before undertaking each part of the Work, CONTRACTOR shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. CONTRACTOR shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which CONTRACTOR knew or reasonably should have known.

2.4.2 It is mutually agreed between CONTRACTOR and OWNER that successful completion of the Work within the Contract completion date is of primary importance. Therefore, the CONTRACTOR hereby agrees to submit to the Owner's Representative for review and approval, or acceptance, as appropriate, all information requested within this section, including a Baseline Schedule, no later than five working days prior to the preconstruction conference. The Owner's Representative will schedule the preconstruction conference upon the timely submittal of the required documents, unless time is extended by written mutual agreement. CONTRACTOR will submit the following:

.1 A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts, and (v) be prepared accordance with Section 01310, Schedules and Reports, if applicable; otherwise in accordance with Section 01300, Submittals. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient

resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;

.2 An organizational chart showing the principals and management personnel who will be involved with the Work, including each one's responsibilities for the Work;

.3 To the extent not set forth in the Section 00400 Statement of Contractor's Experience, a complete listing of the CONTRACTOR's employees proposed for the Work. List each one by name and job title, and show length of employment with CONTRACTOR;

.4 To the extent not set forth in the Section 00410 Statement of Bidder's Safety Experience, a discussion and confirmation of the CONTRACTOR's commitment to safety by providing a copy of its employee's safety handbook and the safety records for the past three years of CONTRACTOR's proposed project manager and Superintendent;

.5 A preliminary schedule of Shop Drawing and sample submittals;

.6 A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;

.7 To the extent not set forth in the Section 00400 Statement of Contractor's Experience, a letter designating CONTRACTOR's Superintendent and project manager, and a confirmation of past project experience for the CONTRACTOR's Superintendent and project manager specifically intended for the Work;

.8 A letter from CONTRACTOR and Subcontractor(s) listing salaried specialists. A salaried specialist is anyone except an hourly worker whose wage rate is governed by Section 00830 of this agreement;

.9 A letter designating the project's Safety Representative along with a copy of their Department of Labor-issued OSHA card proving completion of the OSHA 30-hour Construction Safety and Health training class in the OSHA Outreach Training Program;

.10 If applicable, an excavation safety system plan;

.11 If applicable, a plan illustrating proposed locations of temporary facilities;

.12 A completed Non-Use of Asbestos Affidavit (Prior to Construction);

.13 A letter designating the Texas Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor; and

.14 Copies of the Department of Labor-issued OSHA cards proving completion of the OSHA 10-hour Construction Safety and Health training class in the OSHA Outreach Training Program for each worker (defined as a person covered by a prevailing wage determination) that will initially be on site. Note that workers must possess other OSHA-required training as the work dictates in accordance with the OSHA Act; and specifically, the contractor must meet the required provisions in 509S Excavation Safety Systems required prior to commencing excavation;

.15 A certificate of worker's compensation insurance coverage for all persons providing services on the Project (refer to 5.2.1.3 in Section 00700 for definition of persons providing services on the Project);

.16 A Construction Equipment Emissions Reduction Plan.

2.4.3 Neither the acceptance nor the approval of any of the submittals required in paragraph 2.4.2, above, will constitute the adoption, affirmation, or direction of the CONTRACTOR'S means and methods.

2.5 Preconstruction Conference: Prior to commencement of Work at the site, CONTRACTOR must attend a preconstruction conference with Owner's Representative and others, as set forth in Division 1. Additionally, prior to commencement of work, the CONTRACTOR shall host a preconstruction conference for the Subcontractors identified on the originally approved compliance plan, Owner's Representative and others, as set forth in Division 1. The CONTRACTOR shall notify all Subcontractors five (5) working days prior to the preconstruction conference. If the CONTRACTOR has included Subcontractors in the initial preconstruction conference, the additional Subcontractor preconstruction conference will not be required.

2.6 Initially Acceptable Schedules: Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative on the Baseline Schedule submitted in accordance with paragraph 2.4.2.1 and Division 1 before the first progress payment will be made to CONTRACTOR. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility for such Work. CONTRACTOR's schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals. CONTRACTOR's schedule of values must conform to the requirements set forth in Division 1.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent:

3.1.1 The intent of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by CONTRACTOR. The CONTRACTOR will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall generally govern (top item receiving priority of interpretation):

Signed Agreement
Addendum to the Contract Documents, including approved changes
Supplemental General Conditions
General Conditions
Other Bidding Requirements and Contract Forms
Special Provisions to the Standard Technical Specifications
Special Specifications
Standard Technical Specifications

Drawings (figured dimensions shall govern over scaled dimensions)
Project Safety Manual (if applicable),

with the understanding that a common sense approach will be utilized as necessary so that the Contract Documents produce the intended response.

3.1.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

3.2 **Reporting and Resolving Discrepancies:** If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, CONTRACTOR shall report it to Owner's Representative in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.3.1 or 3.3.2. CONTRACTOR shall be liable to OWNER for failure to report any such conflict, error, ambiguity or discrepancy of which CONTRACTOR knew or reasonably should have known.

3.3 **Modifying and Supplementing Contract Documents:**

3.3.1 The Contract Documents may be modified to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions by change order or contract amendment.

3.3.2 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

.1 Field Order.

.2 Review of a Shop Drawing or sample.

.3 Written interpretation or clarification.

3.4 Reuse of Documents Prohibited: CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of E/A or E/A's consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and E/A.

3.5 In the event of the breach by the OWNER or CONTRACTOR of any of its obligations under the Contract, so as to support a claim by the other party, the provisions of this Contract will be equitably construed to allow the resolution of such a claim and all of the other provisions of this Contract shall continue in full force and effect as to the rights, responsibilities, and remedies of the OWNER and CONTRACTOR.

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

4.1 **Availability of Lands:** The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access. CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work.

CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.

4.2 Subsurface and Physical Conditions:

4.2.1 CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.

4.2.2 CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner’s Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner’s Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.

4.2.3 Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and nondelegable. CONTRACTOR shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area. OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner’s Representative.

4.2.4 CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and Texas Historical Commission. When such objects are uncovered unexpectedly,

CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State of Texas, Texas Historical Commission conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Historical Commission, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.

4.3 Reference Points: Unless otherwise specified, all control lines and bench marks suitable for use in layout will be furnished by OWNER. Lay out of the Work shall be performed in accordance with Division 1. Controls, bench marks and property boundary markers shall be carefully preserved by CONTRACTOR by use of flags, staffs or other visible devices and in case of destruction or removal by CONTRACTOR or its employees, such controls and bench marks shall be replaced by a Registered Professional Land Surveyor at CONTRACTOR's expense. City of Austin survey monuments damaged by CONTRACTOR will be reestablished by OWNER at CONTRACTOR's expense.

4.4 Hazardous Materials:

4.4.1 To the extent provided by applicable law, OWNER shall be responsible for any hazardous material uncovered or revealed at the site which was not shown, indicated or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. CONTRACTOR shall immediately notify Owner's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.

4.4.2 CONTRACTOR shall be responsible for any hazardous materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.4.3 No asbestos-containing materials shall be incorporated into the Work or brought on Project site without prior approval of OWNER. The CONTRACTOR shall not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER'S written approval. When a specific product is specified, the CONTRACTOR shall endeavor to verify that the product does not include asbestos containing material.

4.4.4 Refer to Division 1 for hazardous material definitions and procedures.

.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any unexpected Hazardous Materials encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR must stop Work immediately in the affected area and duly notify OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or site.

.2 Upon receiving notice of the presence of suspected Hazardous Materials, OWNER shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i)

ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

.3 CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.

.4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

.5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.

4.4.5 CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Surety and Insurance Companies: All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Texas Insurance Code, Title 12, Chapter 3503. The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding $100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance for any liability in excess of $1,000,000 from a reinsurer that is authorized as a reinsurer in Texas or holds a certificate of authority from the U.S. Secretary of the Treasury. In the event that the proposed surety for a contract award in excess of $100,000 does not hold a certificate of authority from the U.S. Secretary of the Treasury and/or its proposed reinsurer does not hold a certificate of authority from the U.S. Secretary of the Treasury, the OWNER may require additional financial solvency information from the Bidder/Contractor and the proposed surety company and/or reinsurer as part of the 00400 Statement of Bidders Experience and determination of bidder responsibility in the award of the Contract.

5.2 Workers' Compensation Insurance Coverage:

5.2.1 Definitions:

.1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DCW-82, DCW-83, or DCW84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.2 Duration of the Project - includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.

.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

5.2.2 CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the Project, for the duration of the Project.

5.2.3 CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.

5.2.4 If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with OWNER showing that coverage has been extended.

5.2.5 CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:

.1 A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.2 No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

5.2.6 CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

5.2.7 CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

5.2.8 CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

5.2.9 CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.2 Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.3 Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.4 Obtain from each other person with whom it contracts, and provide to CONTRACTOR: a) a certificate of coverage, prior to the other person beginning Work on the Project; and b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.6 Notify OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.7 Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 - 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.

5.2.10 By signing this Contract or providing or causing to be provided a certificate of coverage, CONTRACTOR is representing to OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker’s Compensation Commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

5.2.11 CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.

5.3 Other Bond and Insurance Requirements: For additional insurance requirements, refer to the Supplemental General Conditions.

5.4 Bonds:

5.4.1 General.

.1 Bonds, when required, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

.2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

.3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).

5.4.2 Performance Bond.

.1 If the Contract Amount exceeds $100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out in Section 00610.

.2 If the Contract Amount exceeds $25,000 but is less than or equal to $100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out in Section 00610, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one (1) year warranty period.

.3 If the Contract Amount is less than or equal to $25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one (1) year warranty period.

.4 If a Performance Bond is required to be furnished, it shall extend for the one (1) year warranty period.

5.4.3 Payment Bond.

.1 If the Contract Amount exceeds $50,000, CONTRACTOR shall furnish OWNER with a Payment Bond in the form set out in Section 00620.

.2 If the Contract Amount is less than or equal to $50,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the terms and conditions specified in paragraph 5.4.2.3.

5.4.4 **Maintenance Bond:** If the Contract Documents contemplate a period of maintenance beyond the one (1) year contractual warranty period, OWNER agrees that any bond to be required for such maintenance work will be in the amount of the maintenance work during any extended maintenance period.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

6.1.1 CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.1.2 CONTRACTOR shall have a competent, qualified Superintendent on the Work at all times that work is in progress. To be qualified, at a minimum, the Superintendent must be effective at (a) communicating both verbally and in writing with the OWNER's representative; (b) receiving and fulfilling instructions from the Owner's Representative; (c) supervising and directing the construction of the Work; (d) reading and interpreting the plans and specifications; (e) writing, preparing and submitting necessary paperwork; and (f) understanding work sequencing and scheduling. The Superintendent will be CONTRACTOR's representative on the Work and shall have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Either CONTRACTOR or the Superintendent shall provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress. The Superintendent must be an employee of the CONTRACTOR, unless such requirement is waived in writing by the Owner's Representative. If the CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager.

.1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.

.2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.

.3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

6.2 Labor, Materials and Equipment:

6.2.1 CONTRACTOR shall maintain a work force adequate to accomplish the Work within the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project. Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

6.2.2 Unless otherwise specified in Division 1, CONTRACTOR shall provide and pay for all 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 furnishing, performance, testing, start-up and completion of the Work.

6.2.3 All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.2.4 Substitutes and "Approved Equal" Items:

.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the

type, function and quality required. Unless the specification or description contains words reading that no like, equivalent or "approved equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted by CONTRACTOR, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, to E/A through Owner's Representative under the following circumstances:

.1.1 "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of proposed substitute items. CONTRACTOR shall provide E/A with the documentation required for E/A to make its determination.

.1.2 Substitute Items: If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "approved equal" item under subparagraph 6.2.4.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided in Division 1 to allow E/A to determine that the item of material or equipment proposed is essentially equivalent to that named and a substitute therefor.

.2 Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, with prior approval of E/A furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. CONTRACTOR shall submit sufficient information to Owner's Representative to allow E/A, in E/A's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by E/A will be same as that provided for substitute items in Division 1.

.3 E/A's Evaluation: E/A will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subparagraphs 6.2.4.1.1 and 6.2.4.1.2. E/A will be the sole judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until E/A's review is complete, which will be evidenced by either a Change Order or completion of the Shop Drawing review procedure. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any "approved equal" or substitute or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. OWNER shall not be responsible for any delay due to review time for any "approved equal" or substitute.

.4 CONTRACTOR's Expense: All data and documentation to be provided by CONTRACTOR in support of any proposed "approved equal" or substitute item will be at CONTRACTOR's expense.

.5 The approval of the E/A will not relieve the CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve CONTRACTOR from

its primary responsibility and liability for curing defective Work and performing warranty work, which the CONTRACTOR shall cure and perform, regardless of any claim the CONTRACTOR may choose to advance against the E/A or manufacturer.

6.2.5 CONTRACTOR agrees to assign to OWNER any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR further agrees to cooperate with OWNER should OWNER wish to prosecute suits against Suppliers for illegal price fixing.

6.3 Progress Schedule: Unless otherwise provided in Division 1, CONTRACTOR shall adhere to the Baseline Schedule established in accordance with paragraph 2.6 as it may be adjusted from time to time as provided below:

6.3.1 CONTRACTOR shall submit to Owner's Representative for review and approval any proposed adjustments in the Progress Schedule that will not change the Contract Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of Division 1 applicable thereto.

6.3.2 Proposed adjustments in the Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of Article 12. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. Such adjustments may only be made by a Change Order or Time Extension Request in accordance with Article 12.

6.4 Concerning Subcontractors, Suppliers and Others:

6.4.1 Assignment: CONTRACTOR agrees to retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to, by Power of Attorney, or otherwise, assign said Contract without the prior written consent of OWNER. In addition, without OWNER'S written consent, the CONTRACTOR will not subcontract the performance of the entire Work or the supervision and direction of the Work.

6.4.2 Award of Subcontracts for Portions of the Work: CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER may have reasonable objection. OWNER will communicate such objections by Written Notice. If OWNER requires a change without good cause of any Subcontractor, person or organization previously accepted by OWNER, the Contract Amount shall be increased or decreased by the difference in the cost occasioned by any such change, and appropriate Change Order shall be issued. CONTRACTOR shall not substitute any Subcontractor, person or organization that has been accepted by OWNER, unless the substitute has been accepted in writing by OWNER. No acceptance by OWNER of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

6.4.3 CONTRACTOR shall enter into written agreements with all Subcontractors and Suppliers which specifically binds the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and E/A.

The OWNER reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and Sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between CONTRACTOR and Subcontractor or Supplier. Subject to and in accordance with the above requirements, the CONTRACTOR must provide and will be deemed for all purposes to have provided in its contracts with major Subcontractors or Suppliers on the Project (those contracts of more than $10,000) the following specific provision: alternative dispute resolution (paragraphs 16.2 and 16.3), which shall be mandatory in the event of a subcontractor or supplier claim and a prerequisite for the submission of any derivative claim. The CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. The OWNER may request and the CONTRACTOR will provide within five (5) working days a copy of any subcontract requested by the OWNER.

6.4.4 CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.

6.4.5 CONTRACTOR shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner's Representative through CONTRACTOR.

6.4.6 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.

6.4.7 CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER. Upon request from Owner, the CONTRACTOR has two (2) Working Days to provide documentation verifying Payment to Subcontractor(s). The CONTRACTOR is required to notify the Subcontractor(s) in writing of rejection of Application for Payment within two (2) Working Days following notification by Owner. Failure of CONTRACTOR to make payments to Subcontractors or for labor, materials or equipment in accordance to this contract, may be cause to reject future Bids by the CONTRACTOR in accordance with Section 00100 9.B.4 and may be cause to reject payment in accordance with 00700 14.4.1.3.

6.4.8 To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER

shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

6.5 Patent Fees and Royalties:

6.5.1 CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.

6.5.2 CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.

6.5.3 CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.

6.5.4 OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.

6.6 Permits, Fees: Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

6.7 Laws and Regulations:

6.7.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.

6.7.2 Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

6.7.3 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance

with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.

6.8 Taxes:

6.8.1 CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.

6.8.2 OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

6.9 Use of Premises:

6.9.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including court costs and reasonable attorney’s fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.

6.9.2 During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property not designated for alteration by the Contact Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.

6.9.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.10 Record Documents: CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.5) in good order and annotated to show all changes made during construction. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the

Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

6.11 Safety and Protection:

6.11.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. 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 Work 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, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant 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 faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

6.11.3 Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The term "Safety Representative" includes any designated Safety Supervisor, Superintendent or Safety Manager. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. Upon request of OWNER, CONTRACTOR shall provide certifications or other acceptable documentation of the Safety Representative's qualifications. The following requirements will be effective as of September 1, 2010:

.1 The Safety Representative shall present certification of completion of the OSHA 30-hour Construction Industry Training Outreach Program described at: http://www.osha.gov/dte/outreach/construction_generalindustry/construction.html

.2 The Safety Representative shall verify that all construction workers (defined as persons covered by a prevailing wage determination) on the job site, whether employed by the CONTRACTOR or subcontractors, have completed the OSHA 10-hour Construction Industry Training Outreach Program described at: http://www.osha.gov/dte/outreach/construction_generalindustry/construction.html. The Safety Representative must receive a certificate of training completion before allowing a worker on site and shall have all such certificates available for inspection by the OWNER.

.3 The Safety Representative shall ensure that workers, including designated competent persons, have completed all applicable OSHA specific or other training needed to perform their job assignments. Training topics applicable to the scope of the current Project may include, but are not limited to, scaffolds, fall protection, cranes, excavations, electrical safety, tools, concrete and masonry construction, steel erection, operation of motor vehicles and mechanized equipment.

.4 The Safety Representative shall post notice on the site of the Work stating that all workers shall have completed OSHA Construction Industry Training. The Owner may require, and the Safety Representative should consider providing a means of readily identifying workers who have completed the required training to monitor compliance with these requirements.

.5 The Safety Representative shall ensure that all required OSHA and Workers Compensation notices to workers are posted in English and Spanish at one or more conspicuous locations on the work site.

6.11.4 Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.

6.11.5 Emergencies:

.1 In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.

.2 Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

.3 In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.

6.11.6 Rest Breaks:

.1 Except as provided in subsection 6.11.6.2 below, an employee performing construction activity at a construction site is entitled to a rest break of not less than ten (10) minutes for every four (4) hours worked. No employee may be required to work more than 3.5 hours without a rest break. A rest break means a break from work within working hours, excluding meal breaks, during which an employee may not work. A rest break shall be scheduled as near as possible to the midpoint of the work period.

.2 An employee is not entitled to a rest break under subsection 6.11.6.1 on any day the employee works less than 3.5 hours or spends more than half of his or her work time engaged in non-strenuous labor in a climate controlled environment.

.3 A sign describing the requirements of this Section 6.11.6 in English and Spanish shall be posted by the employer in each establishment subject to the requirement of a rest break in a conspicuous place or places where notices to

employees are customarily posted, in accordance with the OWNER's then current rules for size, content, and location of such signage.

.4 The violation of Ordinance No. 20100729-047, enacted July 29, 2010, which establishes the rest break requirements set forth above, may be enforced with criminal penalties and civil remedies, as set forth in the Ordinance.

6.11.7 If the Contractor fails to carry out the Work in accordance with the Contract Documents so that a safety violation has occurred, the Owner may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work under this paragraph shall not give rise to a duty on the part of the Owner to supervise the Contractor's Work or to control the Contractor's means and methods or to exercise this right for the benefit of the Contractor or any other person or entity. All time lost due to Project shut down will be the Contractor's sole responsibility, will be charged against the Contract Time, and the Contractor will be responsible for any and all expenses incurred. This provision is in addition to and supplemental to the applicable provisions of the Project's ROCIP Safety Manual.

6.11.8 Confined Space Program

.1 Contractor acknowledges and agrees that the Owner is temporarily transferring management and control of the site of the Work to the Contractor for the purpose of constructing the Project. The Contractor's responsibilities to manage the Work includes the responsibility to manage the property for purposes of compliance with 29 CFR 1926 subpart AA. To the best of Owner's knowledge and belief, Owner has provided the following information in the plans and specifications and other Contract Documents: (i) the location of each known permit space, (ii) the hazards or potential hazards in each space or the reason it is a permit space; and (iii) any precautions that the Owner or any previous contractor has implemented for the protection of employees in the permit space. This transfer will result in the Contractor being both the host employer and the controlling contractor for this portion of the Work.

6.12 Continuing the Work: CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may otherwise agree in writing.

6.13 CONTRACTOR's General Warranty and Guarantee:

6.13.1 CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

.2 normal wear and tear under normal usage.

6.13.2 CONTRACTOR's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance

with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

.1 observations by Owner's Representative and/or E/A;

.2 recommendation of any progress or final payment by Owner's Representative;

.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

.4 use or occupancy of the Work or any part thereof by OWNER;

.5 any acceptance by OWNER or any failure to do so;

.6 any review of a Shop Drawing or sample submittal;

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

.8 any correction of defective Work by OWNER.

6.14 INDEMNIFICATION:

6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Sub consultants and their respective officers, directors, partners, employees, agents and other Consultants and any of them (the "INDEMNIFIED PARTIES") 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 resulting from the performance of the Work, provided that any such claim, cost, loss or damage:

.1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and

.2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the INDEMNIFIED PARTIES hereunder or whether liability is imposed upon such INDEMNIFIED PARTY by laws and regulations regardless of the negligence of any such person or entity.

In the event that indemnification of the INDEMNIFIED PARTIES is prohibited by law, CONTRACTOR shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining INDEMNIFIED PARTIES, who may be legally indemnified, from such liability of the CONTRACTOR and the associated costs described above.

6.14.2 The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.14.3 The obligations of CONTRACTOR under paragraph 6.14.1 shall not extend to the liability of OWNER, E/A, E/A's consultants, and their officers, directors, partners, employees or agents caused primarily by negligent preparation of maps, drawings,

surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of OWNER's, E/A's or E/A's consultant's officers, directors, partners, employees or agents.

6.14.4 In the event CONTRACTOR fails to follow OWNER's directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR shall indemnify OWNER against all costs resulting from such claims.

6.14.5 In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.

6.15 Survival of Obligations: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

6.16 Losses from Natural Causes: Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by CONTRACTOR at its own cost and expense.

6.17 Notice of Claim: Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, a Claim must be made to the other party within thirty (30) calendar days of the event giving rise to such injury or damage. The provisions of this paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

6.18 Liquidated Damages: CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

ARTICLE 7 - OTHER WORK

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefor, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.

7.2 CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate

with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

7.3 If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to Owner's Representative 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 report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

7.4 OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.

7.5 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Prior to the start of construction, OWNER will designate in writing a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.

8.2 OWNER 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. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.

8.3 OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.

8.4 Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation,

review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.

8.5 The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).

8.6 **Notice of Claim:** Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 E/A's Authority and Responsibilities:

9.1.1 The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.

9.1.2 E/A 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. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.

9.1.3 E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.1.4 If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only 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.

9.1.5 The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.

9.2 E/A as Owner's Representative: E/A may be designated as the Owner's Representative under paragraph 8.1.

9.3 Visits to Site: If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A 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, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A'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 on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1.

9.4 Resident Project Representative: If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1 and in the Supplemental General Conditions. OWNER may designate another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.

9.5 Clarifications and Interpretations: E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in Article 11 or 12.

9.6 Rejecting Defective Work: E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9.7 Shop Drawings: Refer to Division 1 for E/A's authority concerning Shop Drawings.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Changes:

10.1.1 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. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.

10.1.2 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise

provided in the Change Order, Change Directive or Field Order. CONTRACTOR's proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner's Representative, including impacts to the approved Progress Schedule, unless Owner's Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10) Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner's Representative within seven (7) Calendar Days, unless Owner's Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.

10.1.3 CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.

10.1.4 Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities associated with a change in the Work which, in CONTRACTOR 's opinion, will result in a change in the Contract Amount and/or Contract Times.

10.1.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.2 Change Orders:

10.2.1 OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:

.1 a change in the Work;

.2 the amount of the adjustment in the Contract Amount, if any; and

.3 the extent of the adjustment in the Contract Time, if any.

10.2.2 An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

10.3 Change Directives:

10.3.1 Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate

Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.

10.3.2 If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.

10.3.3 A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.

10.3.4 Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

10.4 Field Order:

10.4.1 Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount 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 shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.

10.4.2 If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

10.5 No Damages for Delay: CONTRACTOR shall receive no compensation for delays or hindrances to the Work, except when direct and unavoidable extra cost to CONTRACTOR is caused by failure of OWNER to provide information or material, if any, which is to be furnished by OWNER or access to the Work and only to the extent that such acts continue after the CONTRACTOR furnishes OWNER with written notice of such failure. When such extra compensation is claimed a written statement thereof shall be presented by CONTRACTOR to OWNER and if by OWNER found correct shall be approved. If delay is caused by specific orders given by OWNER to stop work or by performance of extra Work or by failure of OWNER to provide material or necessary instructions for carrying on the Work, then such delay will entitle CONTRACTOR to an equivalent extension of time, CONTRACTOR's application for which shall, however, be subject to approval of OWNER. No such extension of time shall release CONTRACTOR or surety on its performance bond from all CONTRACTOR's obligations hereunder which shall remain in full force until discharge of the Contract. In no event shall the CONTRACTOR be entitled to any compensation or recovery of any special damages in connection with any delays, including without limitation: consequential damages, lost opportunity costs, impact damages, or other similar damages. The OWNER'S exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the OWNER'S exercise of such rights or remedies, shall not be construed as active interference in the CONTRACTOR'S performance of the Work. Except as otherwise provided herein, an extension of Contract Time, to the extent permitted under Article 12, shall be the sole remedy of the CONTRACTOR for any acknowledged delays.

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

11.1 The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.

11.2 The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.

11.3 The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.

11.4 Determination of Value of Work:

11.4.1 The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:

.1 by application of unit prices contained in the Contract Documents to the quantities of the items involved.

.2 by a mutually agreed unit price, or lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.

.3 by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).

.4 No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change order costs for machinery, tools, or equipment as described in subparagraph 11.5.3

11.4.2 Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.

11.5 **Cost of Work:** If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:

11.5.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent

(25%) of the sum thereof as compensation for CONTRACTOR's total overhead, profit, and small tools. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. No charge for superintendence will be made unless considered necessary and ordered by OWNER.

11.5.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any affected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

11.5.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the Regional and Model Year adjusted Monthly Ownership Cost divided by 176 plus the Hourly Estimated Operating Costs as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

11.5.4 For Subcontractors, CONTRACTOR will receive the approved actual invoice cost plus 5% as compensation for CONTRACTOR's total overhead and profit.

11.5.5 CONTRACTOR will receive an additional 1% of the total of 11.5.1, 11.5.2, 11.5.3, and 11.5.4 as compensation for increased bond costs.

11.5.6 The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by Change Directive at the end of each day. Copies of these records will be made upon forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

11.6 Unit Price Work:

11.6.1 Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately

identified item of unit price work times the estimated quantity of each item as indicated in the Bid. 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 Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

11.6.2 When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.

11.6.3 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.

11.6.4 A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or $50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.

11.6.5 OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:

.1 the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or

.2 CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.1 Working Day and Calendar Day Contracts:

12.1.1 The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.

12.1.2 When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.

12.1.3 When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.

12.1.4 OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:

.1 Changes ordered in the work which justify additional time.

.2 Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:

a) Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.

b) If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.

c) Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).

d) Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).

e) If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).

.3 When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.

.4 When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

12.2 Calendar Day Contracts:

12.2.1 Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Austin, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.

12.2.2 "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.

12.2.3 Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Austin, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

January..... 8 days

February..... 8 days

March..... 7 days

April..... 7 days

May..... 9 days

June..... 6 days

July..... 5 days

August..... 5 days

September..... 7 days

October..... 7 days

November..... 7 days

December..... 7 days

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

12.2.4 CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

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

13.1 Notice of Defects: Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.

13.2 Access to Work: OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

13.3 Tests and Inspections:

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

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

.1 for inspections, tests or approvals covered by paragraphs 13.3.3 and 13.3.4 below;

.2 that costs incurred for tests or inspections conducted pursuant to paragraph 13.4.3 shall be paid as provided in paragraph 13.4.3;

.3 for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and

.4 as otherwise specifically provided in the Contract Documents.

13.3.3 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 Owner's Representative the required certificates of inspection or approval.

13.3.4 CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of submittals covering materials, equipment, and mix designs to be incorporated in the Work.

13.3.5 All testing laboratories shall meet the requirements of ASTM E-329.

13.4 Uncovering Work:

13.4.1 If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative, or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.

13.4.2 Uncovering Work as provided in paragraph 13.4.1 shall be at CONTRACTOR's expense unless CONTRACTOR has given Owner's Representative timely notice of CONTRACTOR's intention to cover the same and Owner's Representative has not acted within five (5) working days to such notice.

13.4.3 If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Amount, and may make a Claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Amount or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and CONTRACTOR may make a Claim therefor as provided in Articles 11 and 12.

13.5 OWNER May Stop the Work:

13.5.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers, suitable materials, and/or equipment; or fails to furnish or perform the Work in such a way that the Work in progress or the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

13.5.2 If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.

13.6 Correction or Removal of Defective Work: If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.7 Warranty period:

13.7.1 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective,

CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

(i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and

(ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

13.7.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.

13.7.3 If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.

13.7.4 The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.

13.8 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.

13.9 OWNER May Correct Defective Work: If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and 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, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies 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. 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. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Application for Progress Payment:

14.1.1 Within 45 days from when the work was performed by the Contractor and Subcontractors, but not more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, 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.

14.1.2 Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.

14.1.3 Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

14.1.4 If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER’s title to such materials or equipment or otherwise protecting OWNER’s interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR’s overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER they shall be stored in a bonded and insured facility, accessible to E/A and OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.

14.1.5 Where the original Contract Amount is less than $400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is $400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained

amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2. A Subcontractor may submit a written request to the CONTRACTOR and Project Manager requesting release of retainage for work by the Subcontractor that has been completed and approved. The Project Manager will evaluate the request and if it is approved, the Project Manager will request the CONTRACTOR to include the request for release of an appropriate amount of retainage in the next Pay Application.

14.1.6 Applications for Payment shall include the following documentation:

.1 updated Progress Schedule;

.2 monthly subcontractor report;

.3 any other documentation required under the Supplemental General Conditions.

14.2 CONTRACTOR's Warranty of Title: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

14.3 Review of Applications for Progress Payment:

14.3.1 Owner's Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

14.3.2 Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:

.1 the Work has progressed to the point indicated; and

.2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).

14.3.3 By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

.1 exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;

.2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;

.3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or

.4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.4 Decisions to Withhold Payment:

14.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:

.1 defective Work not remedied;

.2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;

.3 failure of CONTRACTOR to make payments properly to Subcontractors for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

.5 damage to OWNER or another contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;

.8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;

.9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;

.10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;

.11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;

.12 failure of CONTRACTOR to submit monthly subcontractor reports;

.13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;

.14 failure of CONTRACTOR to comply with the Austin City Code, Chapter 2-9-A, as amended, "Minority-Owned and Women-Owned Business Enterprise Procurement Program;" or

.15 failure of CONTRACTOR to comply with any provision of the Contract Documents.

14.4.2 When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.

14.4.3 Subcontractors may request Partial Payment when the OWNER withholds payment of an invoice to the CONTRACTOR for any reason listed in Section 14.4.1. If payment is withheld by the OWNER, the CONTRACTOR shall notify all affected Subcontractors within two (2) working days of notice that payment is being withheld. Upon notification, Subcontractors may submit a formal written request

for Partial Payment to the CONTRACTOR and OWNER. If directed by the OWNER, the CONTRACTOR shall within three (3) working days resubmit to the OWNER an invoice for the same period that includes only the work performed by the requesting Subcontractors during this period. The OWNER will review this resubmitted invoice in accordance with Section 14.3.1. Upon receipt of payment for the resubmitted invoice, CONTRACTOR shall pay the subcontractor within ten (10) Calendar Days in accordance with Section 6.4.7.

14.5 Delayed Payments: Should OWNER fail to make payment to CONTRACTOR of sum named in any Application for Payment within thirty (30) calendar days after the day on which OWNER received the mutually acceptable Application for Payment, then OWNER will pay to CONTRACTOR, in addition to sum shown as due by such Application for Payment, interest thereon at the rate specified in Government Code, Section 2251.025(b) from date due until fully paid, which shall fully liquidate any injury to CONTRACTOR growing out of such delay in payment.

14.6 Arrears: No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.

14.7 Substantial Completion:

14.7.1 When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefor. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

14.7.2 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.

14.8 Partial Utilization: Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference

with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:

14.8.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a certificate of substantial Completion for that part of the Work. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a certificate of Substantial Completion for that part of the Work. The provisions of paragraphs 14.7.1 and 14.7.2 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.

14.8.2 Such partial utilization is authorized by public authorities having jurisdiction over the Work.

14.9 Final Inspection: Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.10 Final Application for Payment: CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

14.10.1 Affidavit by CONTRACTOR certifying the payment of all debts and claims;

14.10.2 Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;

14.10.3 Record documents (as provided in paragraph 6.10);

14.10.4 Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;

14.10.5 Certificate evidencing that insurance required by the Supplemental General Conditions will remain in force after final payment and through the warranty period;

14.10.6 Non-Use of Asbestos Affidavit (After Construction);

14.10.7 Subcontractor report and all other documentation necessary for evaluation of CONTRACTOR’s fulfillment of the Contract MBE/WBE or DBE goals;

14.10.8 Documentation of notice to claimants, to the extent applicable and subject to subparagraph 14.11.4;

14.10.9 Proof of performance Bond extension through warranty period, if a performance Bond was required; and

14.10.10 Any other documentation called for in the Contract Documents.

14.11 Final Payment and Acceptance:

14.11.1 If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.

14.11.2 If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the one-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner’s Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the one-year warranty period.

14.11.3 Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

14.11.4 The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:

.1 CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii) CONTRACTOR and the claimant have certain alternative dispute resolution rights; and

.2 CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER’S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry

of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

14.12 Waiver of Claims: The making and acceptance of final payment will constitute:

14.12.1 a waiver of claims by OWNER against CONTRACTOR, except claims arising from unsettled claims, from defective Work appearing after final inspection, from failure to comply with the Contract Documents or the terms of any warranty specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

14.12.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 OWNER May Suspend Work Without Cause: At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefor as provided in Articles 11 and 12.

15.2 OWNER May Terminate Without Cause: Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.2.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;

15.2.2 for reasonable demobilization costs; and

15.2.3 for anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity.

15.3 OWNER May Terminate With Cause:

15.3.1 Upon the occurrence of any one or more of the following events:

.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;

.2 if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;

.3 if CONTRACTOR disregards the authority of Owner's Representative;

.4 if CONTRACTOR makes fraudulent statements;

.5 if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;

.6 if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or

.7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER. In the event that a termination for cause is found to be wrongful, the termination shall be converted to a termination without cause as set forth in Section 15.2 and CONTRACTOR'S remedy for wrongful termination is limited to the recovery of the payments permitted for termination without cause as set forth in Section 15.2.

15.3.2 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all Bids submitted by CONTRACTOR for up to three (3) years after the date of such termination. These sanctions will be administered in accordance with the City of Austin Purchasing Office Probation, Suspension, and Debarment Procedures for Vendors, which include notice and an opportunity for a hearing.

15.4 CONTRACTOR May Stop Work or Terminate: If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase in Contract Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

15.5 Discretionary Notice to Cure: In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.

15.6 Bankruptcy: If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.

15.7 Duty to Mitigate: In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.

15.8 Responsibility during Demobilization: While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 Filing of Claims:

16.1.1 Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.

16.1.2 Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i)

submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

16.2 Alternative Dispute Resolution:

16.2.1 If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.

16.2.2 Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONTRACTOR'S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

16.2.3 Mediation:

.1 If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to ask the Travis County Dispute Resolution Center to select a qualified individual, which selection shall be binding on the parties.

.2 Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise. Should the parties fail to reach a resolution of the dispute through mediation, then each party is released to pursue other remedies available to them.

16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier: If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a

process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful, mediation between the parties to the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

16.4 Claim Calculation:

16.4.1 Delay Claims: The intent of paying for delay damages is to reimburse the CONTRACTOR for actual expense arising out of a compensable delay. No profit or force account markups, other than labor burden, will be allowed for delay claims by the CONTRACTOR seeking reimbursement for expenses arising out of an alleged event of delay. No consequential damages will be allowed to the CONTRACTOR in connection with any claimed delays. If the CONTRACTOR requests compensation for delay damages and the delay is determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable delay and the following:

.1 Standby equipment costs will not be allowed during periods when the equipment would have otherwise been idle. Standby equipment time will not exceed more than eight (8) hours per twenty-four (24) hour day, forty (40) hours per week, and one hundred seventy-six (176) hours per month. Standby equipment costs will be paid at 50 percent (50%) of the applicable Rental Rate Blue Book rates and calculated by dividing the monthly rate by one hundred seventy-six (176), multiplying the result by the number of standby hours and multiplying that number by the regional adjustment factor and the rate adjustment factor contained in the Blue Book. Operating costs will not be allowed.

.2 Project overhead will be determined from actual costs that the CONTRACTOR will be required to document. Project overhead is defined as the administrative and supervisory expenses incurred at the work site and will not include home office overhead.

16.4.2 General: Except as limited with respect to delay claims, as set forth above, the criteria set forth in Section 11.4.1 may be used as a basis to calculate an adjustment in the Contract Amount in the resolution of a claim, provided that there will be no compensation for home office overhead.

16.5 MBE/WBE Program Progressive Sanctions: CONTRACTOR is subject to progressive sanctions for failure of CONTRACTOR to comply with Austin City Code, Chapter 2-9A, as amended: "Minority-owned and Women-owned Business Enterprise Procurement Program." Available sanctions for Program violations are set forth in Program rules adopted by the Small and Minority Business Resources Department (SMBR), as amended, and may include the following progressive sanctions for Program violations within a rolling 24-month period: (i) a period of probation for up to six (6) months for the first violation (ii) a period of suspension from bidding for up to 24 months for the second violation, and (iii) a period of debarment for up to five (5) years for the third violation. If the CONTRACTOR engages in

more than one of the violations listed below at any given time, OWNER has the discretion to determine whether such actions should be counted as multiple violations of the MBE/WBE Ordinance. Program violations include:

.1 providing false or misleading information to the OWNER in connection with the submission of a Bid, responses to request for qualifications or Proposals, Good Faith Efforts documentation, post award compliance or other Program operations;

.2 substituting M/WBE Subcontractors without first receiving approval for such substitutions;

.3 failure to comply with the approved Compliance Plan without an approved request for a change, an approved Change Order or other approved change to the Contract;

.4 violation of any other provision of the "Minority-owned and Women-owned Business Enterprise Procurement Program";

.5 providing false or misleading information to the OWNER in connection with an application for or challenge to certification, recertification or decertification as a MBE/WBE; and

.6 bid shopping.

The Progressive Sanctions will be administered in accordance with the City of Austin Purchasing Office Probation, Suspension, and Debarment Procedures for Vendors, which includes notice and an opportunity for a hearing.

ARTICLE 17 – MISCELLANEOUS

17.1 Venue: In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Travis County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract.

17.2 Extent of Agreement: This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

17.3 Cumulative Remedies: The rights and remedies available to the parties 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 guarantees or by other provisions of the Contract Documents, and 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. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.

17.4 Severability: If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not affect the remaining portions of this

Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

17.5 Independent Contractor: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

17.6 Prohibition of Gratuities: OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to this provision, OWNER shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.

17.7 Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

17.8 OWNER'S Right to Audit:

17.8.1 Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

.1 accounting records;

.2 written policies and procedures;

.3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);

.4 original estimates and estimating work sheets;

.5 correspondence;

.6 Change Order files (including documentation covering negotiated settlements);

.7 back charge logs and supporting documentation;

.8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;

.9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;

.10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and

.11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

17.8.2 CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.

17.8.3 CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

17.8.4 CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

17.8.5 CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.

17.9 Survival: The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.

17.10 No Waiver: The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.

17.11 Conditions Precedent to Right to Sue: Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.

17.12 Waiver of Trial by Jury: OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

17.13 Contractor Evaluation: The Owner will review and evaluate the Contractor's Work and performance on the Project and provide the Contractor with a written Contractor Evaluation Report in accordance with City of Austin Administrative Rule R161-13.37. Rule R161-13.37 provides an appeal process.

http://www.austintexas.gov/department/contract-management

End

The Supplemental General Conditions contained herein amend or supplement the General Conditions, Section 00700.

ARTICLE 1 – DEFINITIONS

Add to the following definition:

1.20 Engineer/Architect (E/A): The OWNER's design professional for this contract is:

Name: *Mary Franzosa, RA*
Address: *MWM Design Group, Inc.*
305 E Huntland Dr., Suite 200, Austin, TX 78752

ARTICLE 2 - PRELIMINARY MATTERS

2.4 Before Starting Construction:

Delete 2.4.2.6 and replace with the following (changes to the original text are identified by underlining):

.6 A preliminary schedule of values for all of the Work. This schedule of values shall be organized by Subcontractor, with each item of Work to be performed by that Subcontractor broken out under the Subcontractor's name, and shall be subdivided in sufficient detail to serve as the basis for progress payments during construction. At a minimum, each trade shall be split between materials and labor. Prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Delete 2.4.2.10 in its entirety and replace with the following:

.1 If applicable, a Plan for Excavation Safety Systems per Standard Specification 509s;

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

4.1 Availability of Lands: *Add the following as a second paragraph to 4.1*:

Field Notes and Special Provisions to Easements, where applicable, are attached to Section 00810. All Work associated with Special Provisions to Easements shall be subsidiary to the entire Bid, unless otherwise specified. Should the actions of the CONTRACTOR, or its Subcontractors, Vendors, or Suppliers, cause the Work to be delayed to the point that the ending date of an easement has been exceeded, the CONTRACTOR shall be responsible to reimburse the OWNER for any additional costs required to extend the period of rights to the easement in order to complete the Work. This delay shall be considered to be any period of time required by the CONTRACTOR to fully and satisfactorily execute the Work that is in addition to the original Contract duration, as modified by any executed Contract change orders.

ARTICLE 5 - BONDS AND INSURANCE

5.3 Other Bond and Insurance Requirements:

5.3.1 CONTRACTOR Provided Insurance

5.3.1.1 General Requirements.

.1 CONTRACTOR shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by OWNER in the care, custody and control of CONTRACTOR prior to and during construction and warranty period.

.2 CONTRACTOR must complete and forward the Certificate of Insurance, Section 00650, to OWNER before the Contract is executed as verification of coverage required below. CONTRACTOR shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by OWNER. Approval of insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder and shall not be construed to be a limitation of liability on the part of CONTRACTOR. CONTRACTOR must also complete and forward the Certificate of Insurance, Section 00650, to OWNER whenever a previously identified policy period has expired as verification of continuing coverage.

.3 CONTRACTOR's insurance coverage is to be written by companies authorized to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.

.4 All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Austin, Capital Contracting Office, P.O. Box 1088, Austin, Texas 78767.

.5 The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both OWNER and CONTRACTOR, shall be considered primary coverage as applicable.

.6 If insurance policies are not written for amounts specified below, CONTRACTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

.7 OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

.8 OWNER reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CONTRACTOR.

.9 CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

.10 CONTRACTOR shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

.11 CONTRACTOR shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

.12 If OWNER owned property is being transported or stored off-site by CONTRACTOR, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.

.13 The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.

5.3.1.2 Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of OWNER:

a) Waiver of Subrogation endorsement CA 0444;
b) 30 day Notice of Cancellation endorsement CA 0244; and
c) Additional Insured endorsement CA 2048.

Provide coverage in the following types and amounts:

.1 A minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability each accident.

5.3.1.3 Workers' Compensation And Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CONTRACTOR shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The Certificate of Insurance, Section 00650, must be presented as evidence of coverage for CONTRACTOR. CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

a) Waiver of Subrogation, form WC 420304; and
b) 30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

.1 $100,000 bodily injury per accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

5.3.1.4 Commercial General Liability Insurance. The Policy shall contain the following provisions:

a) Contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
b) Completed Operations/Products Liability for the duration of the warranty period.
c) Explosion, Collapse and Underground (X, C & U) coverage.
d) Independent Contractors coverage (Contractors/ Subcontractors work).
e) Aggregate limits of insurance per project, endorsement CG 2503.
f) OWNER listed as an additional insured, endorsements CG 2010 and CG 2037 or equivalent.
g) 30 day notice of cancellation in favor of OWNER, endorsement CG 0205.
h) Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

.1 A combined bodily injury and property damage limit of $500,000 per occurrence.

5.3.1.5 Professional Liability Insurance. For Work which requires professional engineering or professional survey services to meet the requirements of the Contract, including but not limited to excavation safety systems, traffic control plans, and construction surveying, the CONTRACTOR or Subcontractors, responsible for performing the professional services shall provide Professional Liability Insurance with a minimum limit of $500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to all professional services provided in due course of the Work of this Contract. CONTRACTOR's policy shall include the following endorsement in favor of the OWNER:

a) 30 day Notice of Cancellation endorsement CA 0244

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.6 Permits, Fees: *Add the following*:

OWNER will obtain and pay for the following permits, licenses and/or fees:

6.6.1 Site Development Permit.

6.6.2 Building Permit(s). OWNER's responsibility for obtaining and paying for the Building Permit(s) shall be limited to the following where applicable: the required Electrical Service (Aid of Construction) Fee, Water and Wastewater Tap Fees, Water and Wastewater Capital Recovery Fees, and Septic Permit Fee. The OWNER's responsibility for obtaining and paying for the Building Permit(s) excludes securing and paying for the following where applicable: Driveway Permit (Concrete) Fee, Electrical Permit, Mechanical Permit, Plumbing Permit, Water Engineering Inspection Fee, Temporary Use of Right-of Way Permit, the gas company's Gas Yard Line Contribution Fee, and any other permits/fees not listed above.

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

11.4 Determination of Value of Work: *Add the following to paragraph 11.4.1.2*:

In the case of a Change Order determined by a mutually agreed lump sum or unit price properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation, the following method may be used:

COMPONENT ONE - The R.S. Means Co., Inc. 'Building Construction Cost Data' - latest edition - will be used as a basis for evaluating:

1a - the cost of labor (base rate, including fringe benefits),
1b - the cost of material and equipment to be incorporated in the Work, and
1c - the cost of tools, equipment and facilities necessary to accomplish the Work described in the change.

COMPONENT TWO - The costs of payroll taxes and insurance, Liability and Builder's Risk Insurance, shall be calculated as follows:

2a - Payroll taxes and Workers' Compensation Insurance <25% of payroll (Item 1a) (14.65% of 1a for ROCIP Projects)>

2b - Liability and Builder's Risk Insurance <2% of "total costs" (Items 1a, 1b, 1c, and 2a) (.034% of “total costs” for ROCIP Projects)>

COMPONENT THREE - Overhead and profit shall be calculated as follows:

3a - For Subcontractors and for those portions of the Work performed by CONTRACTOR's own forces:

15% of the first $10,000.00 of costs and 10% of the balance over $10,000.00.
("costs" = Items 1a, 1b, and 1c, above, broken down into Contractor and Subcontractor costs).

3b - For the CONTRACTOR for that portion of the Work performed by Subcontractors:

10% of the first $10,000.00 of the Subcontractor costs and 7.5% of the balance over $10,000.00.

("costs" = Items 1a, 1b, and 1c, above, broken down into Subcontractor costs)

COMPONENT FOUR - Bonds
Performance and Payment Bond according to the following table ("TOTAL COST" = Items 1a, 1b, 1c, 2a, 2b, 3a, and 3b):

DOLLAR VALUE OF CONTRACT				% OF TOTAL COST OF CHANGE ORDER ADDED FOR BOND EXPENSE
$100,000	OR	LESS		2.5
$100,001	THRU	$500,000		1.5
$500,001	THRU	$2,500,000		1.0
$2,500,001	THRU	$5,000,000		0.75
$5,000,001	THRU	$7,500,000		0.70
OVER $7,500,000				0.65

a) The total costs for the change, whether additive or deductive, shall be the sum total of COMPONENTS ONE - FOUR.

11.5 Cost of Work: *Delete 11.5.1 and replace with the following:*

11.5.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's total overhead, profit, and small tools. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The cost for superintendence, project management, and other salaried employees are considered as included in the twenty five percent (25%) total overhead, profit, and small tools mark-up unless considered necessary and ordered by OWNER.

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

13.7 Warranty Period: *Add the following*:

13.7.5 OWNER will utilize a "Warranty Item Form" (attached at the end of this Section) for the purpose of providing Written Notice of warranty defects to CONTRACTOR. CONTRACTOR shall date, sign, complete and return the form to OWNER when the defect is corrected, including such information on or attached to the form to describe the nature of the repairs or corrections that were made. If the defect cannot be corrected in seven (7) Calendar Days, CONTRACTOR shall provide a written explanation to the Owner's Representative describing the repairs needed and the time required to complete the repairs.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Application for Progress Payment: *Delete 14.1.6.3 and replace with the following*:

.3 Contract time statement form signed by CONTRACTOR and Owner's Representative. If CONTRACTOR does not agree with the number of accumulated days charged, CONTRACTOR shall file a Claim in accordance with Article 16.1, Filing of Claims.

14.7 Substantial Completion: *Reference 14.7.1, and one of the following three provisions*:

14.7.1.1 For water and wastewater lines construction, Substantial Completion means that the Work, including all testing and disinfection, has been completed and accepted and the line(s) placed into service. A certificate of Substantial Completion will not be issued. Work that remains after Substantial Completion could include the final pavement of roadways, adjustment of structures to final grade and revegetation. Owner's Representative will issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted as Substantially Complete. This subsection 14.7.1.1 changes the 00700 General Conditions definition of Substantial Completion.

14.7.1.1 For roadway construction and/or reconstruction, Substantial Completion means that the Work, including the final surface course, all permanent traffic control devices (pavement markings, signs, etc.), and substantial clean-up have been completed, accepted, and placed into service, and, any traffic signal or street lighting conduit that has been installed, lowered or relocated must be inspected for usability by, and must have received written approval from, the City's traffic signal section and/or street lighting section, as well as having been completed, accepted, and placed into service. A certificate of Substantial Completion will not be issued. Work that remains after Substantial Completion could include final clean up. Owner's Representative will issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted as Substantially Complete. This subsection 14.7.1.1 changes the 00700 General Conditions definition of Substantial Completion.

14.8 Partial Utilization: *Delete 14.8.1 and replace with the following (changes to the original text are identified by underlining)*:

14.8.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted."

ARTICLE 17 - MISCELLANEOUS

17.1.1 Notice of Building Project Defect and Right to Cure.

.1 Pursuant to Texas Government Code Chapter 2272, before the OWNER brings a court proceeding with respect to alleged defective Work, the OWNER shall: (a) provide each party with whom the OWNER has a contract for the construction of a building a written report by certified mail, return receipt requested, describing with reasonable clarity: (i) the defective Work or related condition; (ii) the present physical condition of the building; and (iii) any modification, maintenance, or repairs to the building made by the OWNER or others since the building was initially occupied or used (the "Report"); b) allow each party against whom the OWNER has claimed and any known subcontractor or supplier, who is subject to the claim: (i) a reasonable opportunity to inspect the alleged defective Work or related condition identified in the Report for a period of 30 days after OWNER sends the Report; and (ii) at least 120 days after the inspection to: (A) correct the defective Work or related condition identified in the Report; or (B) enter into a separate agreement with the OWNER to correct the defective Work or related condition.

.2 The CONTRACTOR must provide bonds and insurance in accordance with Contract requirements to cover the correction of the defective Work or related condition.

.3 The right to correct the defective Work or related condition is unavailable, if the CONTRACTOR has been previously terminated for cause by the OWNER; or has been convicted of a felony.

.4 In addition, the right to correct defective Work or related condition terminates, if OWNER complies with the Report, inspection, and cure period process and a) the defective Work or condition was not corrected within 120 days or as otherwise agreed; or b) the attempt to correct the defective Work or condition resulted in new defective Work or condition.

.5 The CONTRACTOR shall provide a copy of the Report to its insurers and sureties and each subcontractor and supplier whose Work is subject to the claim not later than the fifth day after its receipt. The insurer shall treat the received Report as the filing of a suit asserting a claim against its insured for purposes of the relevant policy terms, but only with respect to an insurance policy delivered, issued, or renewed on or after January 1, 2020.

.6 This section does not prohibit or limit the OWNER from making emergency repairs to the property in question as necessary to protect the health, safety, and welfare of the public or building occupants.

.7 This section does not apply to an action for personal injury, survival or wrongful death, residential construction, a project with TxDOT or federal highway funding, or a "civil works" project as defined by Texas Government Code Section 2269.351.

WARRANTY ITEM NO. _____ (PROJECT NAME)

The General Conditions of the Contract require that Warranty Defects be corrected within 7 days after written notice is received.

TO: _____
contractor name address / telephone / fax / email

ATTENTION OF: _____

FROM: _____
project manager name / address / telephone / fax / email

PROJECT: _____
name / location / CIP ID number

END OF ONE YEAR WARRANTY:_____

SUBJECT:_____

[ ] If checked, the damage requires immediate attention. The Contractor has been called.
[ ] If checked, the Consultant has been asked to consult with the Contractor on the problem.

PLEASE CORRECT OR REPAIR THE FOLLOWING ITEM(S):

DATE OF REQUEST_____ **SIGNATURE** _____
Project Manager

xc:
[ ] _____Phone No._____
[ ] _____Phone No._____
[ ] _____Phone No._____
[ ] _____Phone No._____

RESPONSE FROM CONTRACTOR: DATE CORRECTION WAS MADE:_____

The Contractor must endeavor to correct the defect within 7 calendar days after written notice is given. If the defect cannot be corrected in that time, Contractor shall provide a written explanation to the Owner's Representative describing the repairs needed and the time required to complete the repairs.

Description of corrections made:

DATE OF REPLY_____SIGNATURE_____

When the repair is complete, the contractor should return a copy to each of the following:
[ ] _____Phone No._____
[ ] _____Phone No._____
[ ] _____Phone No._____
[ ] _____Phone No._____

END

Section 00100 – INSTRUCTIONS TO BIDDERS

Add the following to Paragraph 6, Consideration of Bid Amount:

OWNER has established a priority order (Alternate No. 1 has highest priority) for acceptance of Bid alternates based on the Project needs and budget. Alternates will be accepted in the order listed on the Bid Form, not to exceed the construction contract budget. Bidders are to respond to all alternates listed on the Bid Form, even if acceptance or rejection of an alternate will not change the Bid amount.

END

WAGE RATES AND PAYROLL REPORTING
Section 00830

1. PAYMENT

1.1 Classification Definitions, Building and Heavy and Highway

1.1.1 Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Occupational Information Network (O*NET)" as approved by the U.S. Department of Labor. For interpretive guidance, the Core Task list in O*NET will be used to make prevailing wage determinations. Final classification of workers will be made by the OWNER.

1.2 Minimum Wages

1.2.1 Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the $15.00 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the $15.00 minimum wage required.

1.2.2 Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

1.2.3 All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29 CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

1.2.4 Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance

(English and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

1.3 Overtime Requirements

1.3.1 No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

1.3.2 Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

2. APPRENTICES

2.1 Locally and Federally Funded Projects

2.1.1 The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

2.1.2 Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Subsubcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction prior to using any Apprentices or Trainees on this Contract.

3. WITHHOLDING PAYMENTS

3.1 OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

4. PAYROLLS

4.1 CONTRACTOR shall keep records showing:

4.1.1 The name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.

4.1.2 The actual per diem wages paid to each worker

4.1.3 Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.

4.1.4 Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Sub subcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, Medicare and social security.

4.2 The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.

4.3 A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:

4.3.1 Name of signatory party and title

4.3.2 Name of project, payroll period and

4.3.3 Name of CONTRACTOR or Subcontractor

4.4 The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

4.5 Federal Funding. In the event that federal funding is used:

4.5.1 Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

4.5.2 Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.

4.5.3 Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

5. NONCOMPLIANCE

5.1 According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

5.2 Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

6.1 Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.

6.1.1 Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.

6.1.2 The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.

6.2 For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:

6.2.1 A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.

6.2.2 A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.

6.3 Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

7. TEXAS OPEN RECORDS ACT

7.1 Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates for This Project Are Attached

END

WAGE RATE DETERMINATION

Heavy and Highway
County Name: TRAVIS

Wages based on DOL General Decision: TX170016 01/04/2019 TX19 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance, and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least $15.00/hour.

Classification	**DOL Rate** For info Only	**Adjusted Wage Rate Required** Pursuant to City Ordinance	**Total Minimum Wage Rate Required**
Agricultural Tractor Operator	$12.69	$15.00	$15.00
Asphalt Distributor Operator	$15.55	$15.55	$15.55
Asphalt Paving Machine Operator	$14.36	$15.00	$15.00
Asphalt Raker	$12.12	$15.00	$15.00
Boom Truck Operator	$18.36	$18.36	$18.36
Broom or Sweeper Operator	$11.04	$15.00	$15.00
Cement Mason/Concrete Finisher	$12.56	$15.00	$15.00
Concrete Pavement Finishing Machine Operator	$15.48	$15.48	$15.48
Crane, Hydraulic, 80 tons or less	$18.36	$18.36	$18.36
Crane, Lattice Boom, 80 tons or less	$15.87	$15.87	$15.87
Crane, Lattice Boom, over 80 tons	$19.38	$19.38	$19.38
Crawler Tractor	$15.67	$15.67	$15.67
Directional Drilling Locator	$11.67	$15.00	$15.00
Directional Drilling Operator	$17.24	$17.24	$17.24
Electrician	$26.35	$26.35	$26.35
Excavator 50,000 lbs. or less	$12.88	$15.00	$15.00
Excavator, over 50,000 lbs.	$17.71	$17.71	$17.71
Flagger	$10.60	$15.00	$15.00
Form Builder/Form Setter - Paving & Curb	$12.94	$15.00	$15.00
Form Builder/Form Setter - Structures	$12.87	$15.00	$15.00
Foundation Drill Operator, Truck Mounted	$16.93	$16.93	$16.93
Front End Loader Operator, 3CY or less	$13.04	$15.00	$15.00
Front End Loader, over 3CY	$13.21	$15.00	$15.00

Laborer, Common	$10.60	$15.00	$15.00
Laborer, Utility	$12.27	$15.00	$15.00
Loader/Backhoe Operator	$14.12	$15.00	$15.00
Mechanic	$17.10	$17.10	$17.10
Milling Machine	$14.18	$15.00	$15.00
Motor Grader Operator - Fine Grade	$18.51	$18.51	$18.51
Motor Grader Operator, Rough	$14.63	$15.00	$15.00
Painter - Structures	$18.34	$18.34	$18.34
Pavement Marking Machine Operator	$19.17	$19.17	$19.17
Pipelayer	$12.79	$15.00	$15.00
Reclaimer/Pulverizer	$12.88	$15.00	$15.00
Reinforcing Steel Setter	$14.00	$15.00	$15.00
Roller Operator, Asphalt	$12.78	$15.00	$15.00
Roller Operator, Other	$10.60	$15.00	$15.00
Scraper Operator	$12.27	$15.00	$15.00
Servicer	$14.51	$15.00	$15.00
Spreader Box Operator	$14.04	$15.00	$15.00
Structural Steel Worker	$19.29	$19.29	$19.29
Traffic Signal Installer/Light Pole Worker	$16.00	$16.00	$16.00
Trenching Machine Operator, Heavy	$18.48	$18.48	$18.48
Truck Driver Tandem Axle Semi-Trailer	$12.81	$15.00	$15.00
Truck Driver, Lowboy/Float	$15.66	$15.66	$15.66
Truck Driver, Single Axle	$11.79	$15.00	$15.00
Truck Driver, Off Road Hauler	$11.88	$15.00	$15.00
Truck Driver, Single or Tandem Axle Dump	$11.68	$15.00	$15.00
*Welders	$15.97	$15.97	$15.97
Work Zone Barricade Servicer	$11.85	$15.00	$15.00

The Wage Compliance information detailed below was excerpted from DOL General Decision TX170016 or other sources.

1. ADDITIONAL TRADE INFORMATION

Unlisted classifications needed for work not listed within the scope of the classifications listed may be added upon the advance approval of Contract Procurement. CONTRACTOR shall submit to City of Austin Contract Procurement the following: classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work. Proposed trade may not be performed by any trade already listed.

2. WAGES

The Total Minimum Wage Rate may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime must be used in computing overtime pay. Wages must be calculated using the Total Minimum Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 2016324-015 requires that construction workers are paid a minimum Wage of at least $15.00/hour. The cash portion of their compensation must meet or exceed this amount.

3. PROPER DESIGNATION OF TRADE

A work classification from the Prevailing Wage Poster for each worker must be made based on the actual type of work he/she performed on the job. In summary the work performed, not the "title" determines the correct worker classification and wage. Each worker must be paid no less than the adjusted wage rate on the wage decision for that classification **regardless** of his/her level of skill (exclusive of a bona fide apprentice currently registered in a DOL approved apprentice program - proof of individual registration must be supplied in advance to the City of Austin).

4. SPLIT CLASSIFICATION

If a firm has employees that perform work in more than one classification, it can pay the adjusted wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest adjusted wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

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*WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

5. WAGE DETERMINATION APPEALS PROCESS

5.1 Has there been an initial decision in the matter? This can be:

- **.1** An existing published wage determination
- **.2** A survey underlying a wage determination
- **.3** A Wage and Hour Division letter setting forth a position on a wage determination

matter

.4 A conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in **.2** and **.3** should be followed.

5.2 With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determination
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

5.3 If the answer to the question in **.1** is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

5.4 If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

5.5 All decisions by the Administrative Review Board are final.

END

The **City of Austin Construction Training Program (the "Program")** is intended to train workers on City of Austin's construction projects in order to develop a pool of qualified, ready-to-work skilled and semi-skilled construction workers. This training commitment is not intended and shall not be used to discriminate against any applicant.

Training Requirement. Establishment of the Construction Training Requirement for each project will be based on project scope, dollar amount, and opportunities available to achieve the training requirements. The requirements will be established either prior to solicitation, or during contract negotiations, using the criteria in Charts A and B. Program requirements will be subject to availability of Trainees and Graduates.

Chart A - Evaluation Criteria
1. Material cost vs labor cost 2. Scope of work 3. Schedule of values (a comprehensive list of work for a particular project) 4. Project duration and schedule 5. Unique aspects of the project 6. Available training programs for the specific training plan 7. Workforce determined by the number of workers that will be on the project enough days to establish a training program.

Chart B – Construction Training Requirements	
Estimated Construction Cost	**Apprentice/ On-the-Job Training (OJT) /Construction Ready (CR) Trainee Requirements**
$500K to $2.5M	2 – Construction Ready Trainees*
Over $2.5M to $5M	4 - Construction Ready Trainees*
Over $5M to $10M	6 - Construction Ready Trainees*
Over $10M (Significant Budget)	OJT/Apprentice/Graduate/Trainee Minimum 15%

*These requirements may also be satisfied by workers enrolled in or graduated from DOL registered/approved training programs.

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1. **DEFINITIONS**

1.1 *Capital Contracting Office (CCO)* – The City of Austin's Office responsible for administering the Construction Training Program

1.2 *City's Approved Minimum Wage Rate* – a minimum wage rate established by the City of Austin for workers performing construction activities on City of Austin contracts

1.3 *Construction-Ready Trainee* - a graduate or current trainee of a Pipeline training program, enrollee or graduate of a DOL-registered Apprenticeship Program, enrollee or graduate of a DOL-approved Training Program, and/or an enrollee or graduate of a DOL-certified Bilingual Training Program.

1.4 *Pipeline* - group of organizations that provide pre-employment, pre-apprentice, or apprentice readiness training related to construction

1.5 *Training Plan:* a plan identifying how a contractor intends to meet its training requirement, subject to OWNER's review and approval

1.6 *Construction Training Program Reporting Form* – a form provided by the OWNER which documents the contractor's training activities and trainee status

2. **TRAINING REQUIREMENT**

2.1 The Construction Ready Trainee requirement for this project is 2.

3. **CONTRACTOR'S RESPONSIBILITIES**

3.1 Prior to the execution of the contract, the CONTRACTOR shall provide a Training Plan for OWNER's approval, specifying how the CONTRACTOR intends to satisfy the contract requirement. The CONTRACTOR will have fulfilled its responsibilities under Section 00840 of the contract by having complied with the CONTRACTOR's Training Plan approved by the OWNER.

3.2 In the event that a CONTRACTOR subcontracts a portion of the contract work, CONTRACTOR shall determine if the requirements of the program will be assumed by the subcontractor(s). The CONTRACTOR should ensure that this training provision is made applicable to such subcontract; however, the CONTRACTOR shall retain the responsibility for meeting the training requirements imposed by this provision.

3.3 Trainee must be paid at least the City's Approved Minimum Wage Rate.

3.4 OWNER will provide a list of available Pipeline organizations. The CONTRACTOR shall contact those Pipeline organizations as needed in order to recruit workers for the program.

3.5 The CONTRACTOR shall submit a Construction Training Program Reporting Form to CCO for each trainee, as specified in the approved Training Plan. This shall indicate work classification and graduation details, as well as training status changes. If a trainee is terminated or resigns, the CONTRACTOR is required to make a reasonable effort to replace the trainee within 30 calendar days.

3.6 For each trainee performing work on the project, the CONTRACTOR must submit to CCO a completed Employee Certification Form for each Trainee.

3.7 CONTRACTOR's **Reasonable Efforts to Comply.** The CONTRACTOR will be responsible for demonstrating the steps taken to meet the trainee requirement. If CONTRACTOR has fewer trainees employed on the project than specified in the Training Plan, the CONTRACTOR must submit evidence of recruitment efforts, including:

3.7.1 contacts made to OWNER for a current list of approved training providers
3.7.2 log of applicants contacted
3.7.3 log of training organizations contacted

3.7.4 documented outreach efforts made to all available training organizations (per current OWNER list) to satisfy the requirement
3.7.5 documentation of CONTRACTOR's recruitment efforts performed until program requirements are met or project is complete as part of the Construction Training Program Reporting Form

4. **NON-COMPLIANCE**

4.1 Lack of demonstrated reasonable effort to comply with the Construction Training Program will be reflected in the Contractor's Performance Evaluation and may impact the receipt of future business with the City of Austin.

Notice to Bidders: *This form, Addendum, Section 00900, is included for your information only. If an actual Addendum is issued for this project, the format shown below will be used. Additionally, issued addenda will be bound at the beginning of the Project Manual following the Table of Contents at the time of contract execution.*

ADDENDUM NO. _____

Date _____, _____

City of Austin

Project Name _____

C.I.P. No. _____ IFB No.: _____

This Addendum forms a part of the Contract and corrects or modifies original Bid Documents, dated _____, ____ (*first advertisement date)*. **Acknowledge receipt of this addendum in space provided on bid form.** Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions:

B. Drawing Revisions:

This addendum consists of ____ page(s)/sheet(s).

_____
Approved by OWNER

_____
Approved by ENGINEER/ARCHITECT (as applicable per license requirements)

END

SAMPLE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General Conditions, Section 00700, and Supplemental General Conditions, Section 00810, and Division 1 requirements.

1.2 DESCRIPTION OF WORK

The Work of this Contract includes sustainability requirements as shown in the Division 1 Section 01352 and/or 01505 and all other applicable specification sections. It is the intent of the Owner to work with the Contractor to implement sustainable construction practices to the greatest extent possible.

Contract documents indicate the Work of the contract and related requirements and conditions.

The Work includes, briefly and without force and effect upon the documents, Onsite Utility and ROW work, two metal open covered structures, and a filling stand in Austin, Texas. The fixed water truck filling stand will be a J-Stand Type and there also includes an area for future portable buildings with electrical panel hookup onsite and gravel parking area.

1.3 SUBMITTALS

Provide shop drawings and other information as required by Section 01300 for coordination of the work.

1.4 CONTRACTOR'S USE OF CONSTRUCTION SITE

The construction site will be in use by public throughout the duration of contract. The CONTRACTOR shall refer to Section 01040, Project Coordination for coordination required to minimize disturbance and hazards to pedestrian as well as automobile traffic. CONTRACTOR shall not unreasonably encumber the construction site with materials or equipment. CONTRACTOR shall assume reasonable responsibility for protection of construction site.

PART 2 – PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Applicable portions of the Project Manual including but not limited to the Drawings and Specifications.

1.2 SUMMARY

This Section includes administrative and procedural requirements governing allowances.

Definition:

Allowances. "'Allowance' is defined as "a not-to-be-exceeded amount", either individually or in the aggregate, which is established between the Owner and the CONTRACTOR as part of the bid documents when the precise scope of a particular line item(s) has not been defined to a level which is adequate for the CONTRACTOR to provide a definitive line item pricing for that particular scope of Work.

1.3 COORDINATION

At the earliest practical date after award of the Contract, the Contractor shall advise Owner of the date when final selection and purchase of each product or Work described by an Allowance must be completed to avoid delaying the Work.

Coordinate Allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.4 PROCEDURES

Submit cost proposals for purchase of products or work included in Allowances in the form specified for Change Orders.

Coordinate and process submittals for Allowance items in accordance with Section 01300 as for other portions of the Work.

The use of any Allowances by the CONTRACTOR will be subject to the Owner's sole approval and it is the Owner's intent to minimize the use of Allowances to the fullest extent possible.

For any Allowances which the Owner allows the CONTRACTOR to use, the following rules shall apply: (i) the Allowance shall cover the cost to the CONTRACTOR of the cost of Work, as defined in the Agreement and the CONTRACTOR's portion of overhead and profit associated with the stated Allowance; and (iii) upon completion of the portion of the Work subject to an Allowance, the Contract Amount for that portion of the Work will be adjusted based upon the approved actual Cost of the Work, including the proportionate overhead and profit, provided however that the total amount of payments under the Allowances will not exceed the approved aggregate amount of the Allowances.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.1 SCHEDULE OF ALLOWANCES

Allowance No. 1 - Temp. Trailers Utility Hookup ***$80,000***
This is for the Installation of temporary work trailers.

3.2 PAYMENT

Once the cost proposal for the Allowance has been incorporated into the Contract by Change Order, Payment for the Allowance will be based upon either the unit prices or a schedule of values provided with the proposal and incorporated in the Change Order.

END

MEASUREMENT AND PAYMENT LUMP SUM CONTRACTS
Section 01025

For this Project, all measurement and payment sections, including standard technical specifications and special specifications, are modified by this Section.

> All work items installed, provided, constructed, etc. with the exception of the unit price items listed in the 300L, shall not be paid for separately but shall be considered subsidiary to the lump sum bid price for the Project. The cost of all work materials, labor, overhead, insurance, equipment, etc. necessary to finish the work complete in place shall be included in the lump sum bid price for the project.

End

ALTERNATES
Section 01030

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Applicable portions of the Project Manual, including but not limited to relevant Drawings and Specifications.

1.2 SUMMARY

This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: A Bid Item for a scope of work described in the Section 00300 Bid Requirements and Contract Documents that, if accepted by Owner, may result in additions to or deductions from the Base Bid.

1.4 PROCEDURES

A. Coordination: The Contractor must modify or adjust any affected adjacent Work as necessary to completely integrate work of the Alternate into the Project.

B. The Contractor must include as part of each Alternate, any miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of the Alternate.

C. Notification: The awarded contract will include all accepted Alternates.

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in such schedule contain requirements for materials necessary to achieve the Work described under each Alternate.

E. Bidders must respond to all Alternates listed on the 00300 Bid Form, even if acceptance or rejection of an alternate will not change the Bid amount. Bid amounts must be entered in the spaces for each Alternate in the Bid Form.

The Owner has established a priority order (Alternate No. 1 has the highest priority) for the acceptance of Bid Alternates based on the Project needs and budget. Alternates will be accepted in the order listed on the Bid Form, but such acceptance will not exceed the Project budget.

PART 2 - PRODUCTS

NOT USED

PART 3 – EXECUTION

3.1 SCHEDULE OF ALTERNATES

Alternate No. 1: Shall include all components related to the Covered Truck Parking Structure.

Alternate No. 2: Shall include all components related to paving the entire designated ROW instead of street and trench repair.

END

1. CONTRACTOR shall perform all layout work to transfer all controls for grades, lines, levels and measurements from a minimum of two reference points provided by OWNER. All survey work will be performed under the direct supervision of a Texas Registered Professional Land Surveyor (RPLS).

2. Within 5 work days of the Notice To Proceed date, or within 10 Working Days of initiating work based on the approved Schedule in a new area of the Project, the CONTRACTOR shall survey and stake the locations of all proposed improvements behind the curb and within the ROW (examples: manholes, storm inlets, fire hydrants, etc.), or any other improvements identified by the OWNER'S REPRESENTATIVE, for the purpose of identifying the nature and location of these improvements to the adjacent property owner(s). The OWNER'S REPRESENTATIVE will identify to the CONTRACTOR the improvements to be staked.

3. OWNER will not stake for construction and will not be on site for survey layout activities, except to perform quality control checks.

4. CONTRACTOR shall be required to set elevation hubs (blue tops) for subgrade and base course on centerline, at quarter points and curb lines or edge of pavement at intervals not exceeding 50 feet.

5. The construction plans will include horizontal and vertical control points. References to approved COA benchmarks used in establishing controls on the drawings will be provided by the Owner's E/A. In addition, on building projects and/or projects not built within an existing public ROW, a boundary survey will be supplied together with a legal description of the property and all easements where Work will take place.

6. CONTRACTOR shall submit construction staking layout sheets sealed by a Professional Engineer or Registered Professional Land Surveyor registered in the State of Texas. CONTRACTOR shall use a qualification-based selection process consistent with the Professional Services Procurement Act, Chapter 2254.004 of the Texas Government Code, when securing the services of a Professional Engineer or Registered Professional Land Surveyor. It is a violation of State Law to solicit bids for the services of a Professional Engineer of Registered Professional Land Surveyor.

   6.1 Any discrepancies found with the construction documents' dimensional layout will be corrected. CONTRACTOR shall assure that the Owner's Representative and E/A are notified so that the appropriate actions are taken to correct the Contract drawings.

   6.2 All Work shall be done to the lines, grades and elevations indicated on the drawings. Information concerning basic horizontal and vertical control points will be provided by the E/A, **MWM Design Group, Inc**. These points shall be used as the datum basis under this Contract.

   6.1 All work to transfer all controls for grades, lines, levels, layout and measurements shall be performed under the supervision of a Texas Registered Professional Land Surveyor, provided by the CONTRACTOR. Such work shall conform to the standards for construction staking in the most recent edition of the Texas Society

of Professional Surveyors Manual of Practice for Land Surveying, Category 5, Sections 1-12 inclusive.

6.2 The **centerline and** offset centerline stakes will be set at no greater than fifty (50) foot intervals **and at points of alignment or grade changes**. References to lines and grades as established by the CONTRACTOR's surveyor shall be in reference to these stake lines. The CONTRACTOR is required to provide a sealed statement from his RPLS that the controls are correct, and the site layout has been done by their professional staff.

6.3 The CONTRACTOR shall place grade stakes and submit construction staking layout sheets. The CONTRACTOR shall allow a minimum of ten (10) days after submission to the Owner's Representative for review of construction staking layout sheets. Construction staking layout sheets shall include, at a minimum, the information contained in the form included at the end of this section. No Work shall be performed without Owner's Representative review and return to CONTRACTOR of construction staking layout sheets. The Owner's Representative, E/A and the CONTRACTOR shall review the survey controls on the ground.

6.4 Prior to any excavation, the CONTRACTOR shall establish the elevation to top of ground at **centerline of the pipe as well as cuts an** offset stakes at the distance deemed appropriate by the CONTRACTOR to preclude disturbance of offset stakes during construction.

6.5 The CONTRACTOR shall furnish, without charge, experienced personnel and such calibrated survey equipment, tools, stakes, and other materials that the Owner's Representative may require in establishing or checking control points, or in checking survey, layout, and measurement work performed by the CONTRACTOR.

6.6 The CONTRACTOR shall keep the Owner's Representative informed in a reasonable time in advance of the times and places at which he wishes to do work, so that any checking deemed necessary by the OWNER may be done with minimum inconvenience to the E/A and minimum delay to the CONTRACTOR. Surveying will be coordinated between the Owner's Representative and CONTRACTOR in a manner convenient to both.

6.7 During layout, CONTRACTOR shall field verify the elevation and alignment of all tie-in points to existing infrastructure. This work shall be performed sufficiently in advance of construction so that any conflicts may be resolved without delay. Any work done without being properly located may be ordered removed and replaced at the CONTRACTOR's expense.

6.8 The CONTRACTOR shall carefully preserve all monuments, benchmarks, reference points, and stakes. In case of the destruction thereof, the CONTRACTOR shall bear the cost of replacement and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or benchmarks, which must be removed or disturbed, shall be protected until properly referenced for relocation. The CONTRACTOR shall furnish materials and assistance for the proper replacement of such monuments or benchmarks.

6.9 The CONTRACTOR shall satisfy himself before commencing work as to the meaning and correctness of all survey control stakes, marks, etc., and no claim will be entertained by the OWNER for or on account of any alleged inaccuracies, unless the CONTRACTOR notifies the OWNER in writing before commencing the affected Work.

7. As needed for necessary documentation of the work progress, the CONTRACTOR shall maintain and/or protect offset or survey staking for the duration of the project. Any re-staking required to meet this requirement shall be done at the CONTRACTOR'S expense.

8. This item is subsidiary to the work as a whole.

9. Upon completion of construction, or at intervals specified in the Contract, CONTRACTOR shall provide a record survey of the work in progress or completed. This information will be submitted to the Owner's Representative and shall be supplied electronically and on a separate full size plan sheet to be transmitted to the E/A for evaluation and merging into the Record Drawings.

End See attached "Construction Staking Layout Sheet"

CONSTRUCTION STAKING LAYOUT SHEET

Project Name: _____ **Date:** _____
C.I.P. ID#: _____ **Instrument No.:** _____
Person Recording: _____ **Weather Conditions:** _____
Crew Members: _____
General Purpose & Scope of Survey: _____

STATION	B.S.	H.I.	F.S.	LEVEL LOOP ELEVATION	ROD READING	HUB ELEVATION AT STATION	(TARGET) (eg., pipe invert) ELEVATION	C - CUT OR F - FILL	% GRADE	NOTES: INDICATE WHETHER CENTERLINE HUB OR _____ FT. OFFSET HUB

DEFINITIONS

General: Basic Contract definitions are included in the General Conditions, Section 00700 included herein.

Approved: The term approved, when used in conjunction with the Owner's Representative's action on the CONTRACTOR'S submittals, applications, and requests, is limited to the Owner's Representative's duties and responsibilities as stated in the Conditions of the Contract. A stamp reading "No Exceptions Taken" shall have the same intent as "Approved".

Furnish: The term furnish means supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.

Install: The term install describes operations at the Project site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

Installer: An Installer is the CONTRACTOR or another entity engaged by the CONTRACTOR, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in operations they are engaged to perform.

Project Site: The space available to the CONTRACTOR for performing construction activities either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

Provide: The term provide means to furnish and install, complete and ready for the intended use.

Regulations: The term regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

Trades: Using terms such as carpentry is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.

INDUSTRY STANDARDS

Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.

Conflicting Requirements: Where compliance with two or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer to the Owner's Representative for a decision before proceeding.

Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

Abbreviations and Names: Trade association names, titles of general standards, and names and titles of government agencies are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturer's Association
AAN	American Association of Nurserymen.
AASHTO	American Association of State Highway and Transportation Officials.
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADC	Air Diffusion Council
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects
AIHA	American Industrial Hygiene Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction.
ALCA	Associated Landscape Contractors of America

ALI	Associated Laboratories, Inc.
ALSC	American Lumber Standards Committee
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute.
AOAC	Association of Official Analytical Chemists
AOSA	Association of Official Seed Analysts
APA	American Plywood Association
API	American Petroleum Institute.
AREA	American Railroad Engineers Association
ARI	Air Conditioning and Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASA	Acoustical Society of America
ASA	American Standards Association.
ASC	Adhesive and Sealant Council
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating & Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials.
AWCMA	American Window Covering Manufacturers Association
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association

BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America
BIFMA	Business and Institutional Furniture Manufacturers Association
CAGI	Compressed Air and Gas Institute
CAUS	Color Association of the United States
CBM	Certified Ballast Manufacturers
CCC	Carpet Cushion Council
CDA	Copper Development Association
CE	Corps of Engineers
CFR	Code of Federal Regulations
CGA	Compressed Gas Association
CISCA	Ceiling and Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CPSC	Consumer Product Safety Commission
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard of NBS (U.S. Dept. of Commerce)
CTI	Ceramic Tile Institute
DFPA	Douglas Fir Plywood Association
DHI	Door and Hardware Institute
DLPA	Decorative Laminate Products Association
DOC	U.S. Department of Commerce
DOT	Department of Transportation
ECSA	Exchange Carriers Standards Association
EIA	Electronic Industries Association
EIMA	Exterior Insulation Manufacturers Association
EJMA	Expansion Joint Manufacturers Association
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration

FCC	Federal Communications Commission
FGMA	Flat Glass Marketing Association
FHA	Federal Housing Administration
FM	Factory Mutual Research Organization
FS	Federal Specifications
FSC	Forest Stewardship Council
FTI	Facing Tile Institute
GA	Gypsum Association
GSA	General Services Administration
HEI	Heat Exchange Institute
HI	Hydronics Institute
H.I.	Hydraulic Institute
HMA	Hardwood Manufacturers Association
HPMA	Hardwood Plywood Manufacturers Association
IBD	Institute of Business Designers
ICEA	Insulated Cable Engineers Association, Inc.
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IESNA	Illuminating Engineering Society of North American
IGCC	Insulating Glass Certification Council
ILI	Indiana Limestone Institute of America
IMSA	International Municipal Signal Association
IRI	Industrial Risk Insurers
ISA	Instrument Society of America
ITE	Institute of Transportation Engineers
LEED™	Leadership in Energy and Environmental Design
LIA	Lead Industries Association, Inc.
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturer's Association
MCAA	Mechanical Contractors Association of America

MFMA Maple Flooring Manufacturers' Association

MIA Marble Institute of America

ML/SFA Metal Lath/Steel Framing Association

MSS Manufacturers Standardization Society of the Valve and Fittings Industry

MUTCD Texas Department of Transportation Manual on Uniform Traffic Control Devices

NAAMM National Association of Architectural Metal Manufacturers

NAIMA North American Insulation Manufacturers Association

NAPA National Asphalt Pavement Association

NBFU National Board of Fire Underwriters

NBGQA National Building Granite Quarries Association

NBS National Bureau of Standards (U.S. Dept. of Commerce)

NCMA National Concrete Masonry Association

NCRPMNational Council on Radiation Protection and Measurements

NCSPA National Corrugated Steel Pipe Association

NEC National Electrical Code (Published by NFPA)

NECA National Electrical Contractors Association

NEII National Elevator Industry, Inc.

NEMA National Electrical Manufacturers Association

NETA International Electrical Testing Association

N.F.P.A. National Forest Products Association

NFPA National Fire Protection Association

NHLA National Hardwood Lumber Association

NIST National Institute of Standards and Technology

NLGA National Lumber Grades Authority

NOFMA National Oak Flooring Manufacturers Association

NPA National Particleboard Association

NPCA National Paint and Coatings Association

NRCA National Roofing Contractors Association

NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PE	Professional Engineer
REA	Rural Electrification Administration
RFCI	Resilient Floor Covering Institute
RMA	Rubber Manufacturing Association
RPLS	Registered Professional Land Surveyor
SDI	Steel Deck Institute
S.D.I.	Steel Door Institute
SFPA	Southern Forest Products Association
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SPRI	Single Ply Roofing Institute
SSPC	Steel Structures Painting Council
SSPMA	Sump and Sewage Pump Manufacturers Association
SWI	Steel Window Institute
SWPA	Submersible Wastewater Pump Association
TCA	Tile Council of America
TEX TEST	TxDOT Laboratory Test
TIMA	Thermal Insulation Manufacturers Association
TPI	Truss Plate Institute
TxDOT	Texas Department of Transportation
UL	Underwriters Laboratory, Inc.

USDA	U. S. Department of Agriculture
USGBC	U. S. Green Building Council
USPS	U. S. Postal Service
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Wallcovering Manufacturers Association
WIC	Woodwork Institute of California
WLPDIA	Western Lath, Plaster, Drywall Industries Association
WRI	Wire Reinforcement Institute
WSC	Water Systems Council
WSFI	Wood and Synthetic Flooring Institute
WWPA	Western Wood Products Association
W.W.P.A.	Woven Wire Products Association

END

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Documents related to this section will include the construction drawings and general provisions of the Contract, including the General Conditions, Section 00700, Supplemental General Conditions, Section 00810, and other Division 1 requirements.

1.2 SUMMARY

A. This section describes the preconstruction conference and other Project related meetings which may be held on a routine schedule throughout the duration of the Project.

B. The CONTRACTOR, or his authorized representative(s), shall attend all Project related meetings as indicated herein. The CONTRACTOR's representatives, as a minimum, shall include his Project Manager and Superintendent. Other CONTRACTOR's representatives may attend Project related meetings; however, there shall be a maximum of four (4) CONTRACTOR's representatives at any one meeting unless the ENGINEER/ARCHITECT approves a larger number.

C. The CONTRACTOR shall provide all pertinent reports, copies of reports, etc., for each meeting as may be required by this or other sections of the Contract.

1.3 PARTNERING WORKSHOP

A. To complete this work most beneficially for all parties, the Owner desires to form a Partnering Team among the Owner, Engineer/Architect, Contractor, and Subcontractor(s). This relationship will draw on the strength of all parties to identify and achieve mutual goals. The objectives are effective and efficient contract performance, intended to achieve completion within budget, on schedule, and in accordance with the drawings and specifications.

B. The Owner will schedule a Partnering Workshop independent of or in conjunction with the Preconstruction Conference, to facilitate the project objectives. The partnering relationship will be multilateral in makeup and participation will be totally voluntary.

1.4 PRECONSTRUCTION CONFERENCE

A. Attendees

A preconstruction conference shall be held as soon after the award and execution of the Contract as possible and before any Work at the site is started. The conference will be held at a location selected by the Owner's Project Manager. The Owner's Project Manager shall prepare and distribute the meeting agenda, preside over the conference, and may distribute meeting minutes. The conference shall be attended by:

1. CONTRACTOR's Project Manager.
2. CONTRACTOR's Superintendent.
3. Any Subcontractors' and/or Suppliers' representatives whom the CONTRACTOR may desire to invite or whom the ENGINEER/ARCHITECT or OWNER may request to attend.
4. ENGINEER/ARCHITECT's representative.
5. OWNER's Project Manager.
6. OWNER's REPRESENTATIVE
7. OWNER's Sponsor Department Representative.

8. Representative from the City of Austin, Transportation Department if a traffic management plan is required.
9. Representative from the City of Austin, Watershed Protection and Development Review Department, Environmental Inspection Division, if site erosion / sedimentation controls are required.
10. Representative from the City of Austin, Transportation Department if utility coordination has occurred through the Austin Utility Location and Coordination Committee.
11. Representative from the City of Austin, Contract Management Department, Contract Administration Division, to discuss wage.
12. Representative from the City of Austin, Small and Minority Business Resources Department to discuss M/WBE compliance.

B. Meeting topics

The topics to be discussed may include, but will not be limited to, the following items:

1. Introduction of persons attending the meeting.
2. General project description, including length of contract and liquidated damages.
3. Key personnel associated with the construction (may include, but is not limited to the following):
   - CONTRACTOR's Project Manager
   - CONTRACTOR's Superintendent
   - OWNER's Project Manager
   - ENGINEER/ARCHITECT's representative
   - OWNER's Sponsor Department Representative.
   - Representatives of the various utilities.
4. Lines of communication and chains of command.
5. Wage and personnel records and reporting requirements.
6. Subcontractors and suppliers.
7. Submittal review and approval procedure. Submittals may include, but are not limited to the following:
   - Letter stating the name and qualifications of the CONTRACTOR's Superintendent
   - Letter(s) from the Subcontractor(s) listing their salaried specialists
   - If applicable, a letter designating the Registered Professional Land Surveyor
   - If applicable, a letter designating the Safety Representative (for general project safety) and the "Competent Person" for excavation safety
   - Excavation Safety Systems Plan
   - Schedule of Values
   - Schedule for submittals
   - Shop drawings
   - Construction schedule (The schedule shall indicate the phases of work in which subcontractors will be participating. Subcontractors shall be indicated by name.)
   - Payroll reports
   - Substitution of subcontractors
   - Non-use of asbestos materials affidavit
   - Appropriate safety training certificates for workers that will initially be on site

- Documentation for all workers initially on site who are governed by a prevailing wage classification as described in Section 00830.
- Construction Equipment Emissions Reduction Plan

8. Job and traffic safety.
9. Permits.
10. Utility coordination report.
11. Notification of property owners and other affected by the project
12. Job meetings.
13. Use of the site for construction, storage, staging, etc., and interrelationship with other contracts.
14. Equal opportunity requirements.
15. Laboratory testing of material requirements.
16. Inventory of materials stored on site provisions.
17. Progress estimate and payment procedure.
18. Posting of signs.
19. Project safety.
20. Prompt payment procedure.
21. Review of contract - addenda, supplementary general conditions, special provisions, special specifications, and other unique project items.
22. Other

1.5 JOB MEETINGS

A. General

Job meetings shall be held as deemed necessary by the ENGINEER/ARCHITECT or OWNER or as requested by the CONTRACTOR throughout the duration of the Project. The meetings shall be held at a location selected by or approved by the Owner's Representative. The OWNER's REPRESENTATIVE or CONTRACTOR, as agreed to, shall preside over the meeting and issue meeting minutes.

B. Attendees

Job meetings will be attended by the following:

1. CONTRACTOR's Project Manager, when requested to attend.
2. CONTRACTOR's Construction Superintendent.
3. Any subcontractors' and/or suppliers' representatives whom the CONTRACTOR may desire to invite or whom the ENGINEER/ARCHITECT or OWNER requests to attend.
4. OWNER's REPRESENTATIVE
5. ENGINEER/ARCHITECT's representative(s), if needed or required.
6. OWNER's PROJECT MANAGER, if needed or required
7. OWNER's Sponsor Department representative(s), if needed or required.

C. Meeting topics

The topics will include, but not necessarily be limited to, the following subjects:

1. Review of previous meetings' notes and update of pertinent information and Project status.
2. Identification and discussion of new job related construction problems. Such discussion will be toward resolving identified problems.
3. Review work accomplished to date and establish proposed construction activities for the upcoming week(s).
4. Discuss the status of or need for change orders.
5. Check of required bonds and insurance certificates (including Workers' Compensation Insurance verification for CONTRACTOR's, Subcontractor's, and Sub-Subcontractor's employees as stated in Section 00700, General Conditions, 5.2 Workers' Compensation).
6. Status of pay requests.
7. Work in progress.
8. Review and update construction schedule.
9. Review of submittals schedule and status of submittals.
10. Status of SMBR Compliance Plan.
11. Status of Safety Training certificates for all new workers on project.
12. Other.

1.6 OTHER MEETINGS

Other meetings shall be held from time to time as may be requested by the CONTRACTOR, the ENGINEER/ARCHITECT, or the OWNER. The time and place of the meetings shall be as mutually agreed upon. The attendance at the meetings shall be as requested by the party requesting the meeting.

END

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

The Contractor prepares submittals. Drawings and general provisions of Contract, including Section 00700, “General Conditions”; Section 00810, “Supplemental General Conditions”; Division 1 requirements and City of Austin Technical Specifications and Special Provisions thereto, should be used as the related documents for this requirement.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Security plan.
2. Contractor's construction schedule.
3. Submittal schedule.
4. Shop drawings.
5. Product data.
6. Samples.
7. Quality assurance and quality control submittals, including calculations, mix designs and substantiating test results.

B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits.
2. Applications for Payment.
3. Performance and Payment bonds.
4. Insurance certificates.
5. Monthly Subcontractors expense report.
6. Non-use of asbestos affidavits

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 00700, “General Conditions”; Section 00810, “Supplemental General Conditions”; and/or Division 1, Section 01025, "Measurement and Payment" specifies requirements for submittal of the Schedule of Values.

2. Division 1, Section 01200, "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

3. Section 00700, “General Conditions”; Section 00810, “Supplemental General Conditions”; and/or Division 1, Section 01700, "Contract Close-out" specifies requirements for submittal of Project Record Documents and warranties at project close-out.

4. Section 00700, “General Conditions” Article 6.2.4 specifies requirements for Substitutes and “Approved Equal” Items.

D. Technical Submittals: Technical information required to be submitted by the Standard Specifications, Special Provisions or Special Specifications.

PART 2 - PRODUCTS - not used

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

Contractor shall be responsible for the following:

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals or resubmittals concurrently.

   a. The E/A reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

   a. Allow fourteen (14) calendar days for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.

   b. If an intermediate submittal is necessary, process the same as the initial submittal.

   c. Allow fourteen (14) calendar days for processing each resubmittal.

   d. No extension of Contract Time will be authorized because of failure to transmit submittals to the E/A sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 inches by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

   a. Project name.
   b. Date.
   c. Name and address of the Contractor’s Engineer.
   d. Name and address of the Contractor.
   e. Name and address of the subcontractor.
   f. Name and address of the supplier.
   g. Name of the manufacturer.
   h. Number and title of appropriate Specification Section.
   i. Drawing number and detail references, as appropriate.

C. Number of Copies:

1. Two (2) copies of the proposed Construction schedule and subsequent revision are required.

2. Two (2) copies of the proposed Submittal schedule and subsequent revision are required.

3. Nine (9) copies of Shop Drawings, Product, Product Samples, Quality Assurance and Quality Control submittals are required.

D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the E/A through the Owner's Representative using a transmittal form (An example Transmittal Form is provided at the end of this section). The E/A will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

2. Number transmittals in sequence for each Series of the Specifications thus: x-xxx. The number after the dash indicates the Section of the Specifications, and the number before the dash is the sequence number of the transmittal. For example, the first item submitted related to Specification Item No. 506, "Manholes" would be labeled **1-506**, the second item submitted would be labeled **2-506**, etc. If the submittal item relates to a Special Provision or Special Specification, use **SP506** or **SS5061**, for example, to indicate the applicable Specification Section. Identify resubmittals with a letter of the alphabet following the original sequence number, using "A" for the first resubmittal, "B" for the second resubmittal, etc. For example, the first resubmittal of the second item submitted for Specification SP506 would be labeled **2A-SP506**.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Construction Schedule: As described in Section 2.4.2 of Section 00700 "General Conditions", prepare a fully developed Contractor's construction schedule ("Baseline Schedule") using Microsoft Project© software unless otherwise approved by Owner's Representative. Submit Baseline Schedule prior to or at the preconstruction conference, and submit updated schedules as specified by the E/A, usually at each regularly scheduled Project Meeting and with each pay application.

1. Detail each significant construction activity and use a weekly timeframe for the schedule. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."

2. With each update, revise task completion percentage and mark completed tasks.

3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.

4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the critical path items and the sequences necessary for completion of related portions of the Work.

5. Indicate the phases of work in which subcontractors will be participating. Subcontractors shall be indicated by name.

6. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.

7. Indicate substantial completion in advance of the date established for Final Completion to allow time for the E/A's procedures necessary for certification of Substantial and Final Completion.

B. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.

C. Cost Correlation: Within the Baseline Schedule, provide cost information indicating planned and actual costs. On the appropriate task line(s), show dollar volume of Work performed as of the dates used for preparation of applications for payment. Refer to Section 00700, "General Conditions", Article 14 Payment to Contractor and Completion for cost reporting and payment procedures.

D. Distribution: Following response to the Baseline Schedule submittal, distribute electronic copies to the E/A, subcontractors, suppliers, and other parties required to comply with scheduled dates. Keep a copy at the Project Site at all times.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made and as requested by the E/A. Issue the updated schedule concurrently with the report of each meeting, or as requested by the E/A.

3.3 SUBMITTAL SCHEDULE

A. Concurrently with the development of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the initial Submittal Schedule along with the Construction Schedule, at, or prior to, the Pre-construction Conference.

1. Coordinate Submittal Schedule with the list of subcontractors, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.

2. Prepare the schedule in chronological order. Provide the following information:

a. Scheduled date for the first submittal.
b. Related Section number or Specification number.
c. Submittal category (Shop Drawings, Product Data, Calculations, Test Results, or Samples).
d. Name of the subcontractor.
e. Description of the part of the Work covered.
f. Scheduled date for resubmittal.
g. Scheduled date for completion of the E/A's review.

B. Contractor's schedule of submittals will be reviewed to verify that the list of submittals provided is all inclusive and the schedule is reasonable and realistic for delivery of the project. Owner will provide a response to the Contractor based on the assessment of the schedule of submittals.

C. Distribution: Upon Owner's agreement with the schedule of submittals, print and distribute copies to the Owner's Representative, E/A, Owner, subcontractors, suppliers, and other parties required to comply with submittal dates indicated. Keep copies at the Project Site at all times.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

D. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting, or as requested by the E/A.

3.4 CONSTRUCTION SEQUENCE PLANS

The Contractor is required to submit construction sequence plans to the City at, or prior to, the pre-construction conference for approval. The Project shall be divided into phases according to the sequence of construction given in the Drawings and traffic control plans. The Contractor shall arrange his/her work schedule to complete all Work on each phase, including street repair, any valve casting or manhole adjustments, and street overlay before moving on to the next work area.

3.5 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, circle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions;
2. Identification of products and materials included by sheet and detail number;
3. Compliance with specified standards;
4. Notation of coordination requirements; and
5. Notation of dimensions established by field measurement.
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 24 inches by 36 inches.
7. Do not use Shop Drawings without an appropriate stamp indicating action taken.

3.6 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, applicable certifications and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:

   a. Manufacturer's printed recommendations;
   b. Compliance with trade association standards;
   c. Compliance with recognized testing agency standards;
   d. Application of testing agency labels and seals;
   e. Notation of dimensions verified by field measurement; and
   f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

3. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

   a. Do not proceed with installation until a copy of the final submission of Product Data is in the Installer's possession.

   b. Do not permit use of unmarked copies of Product Data in connection with construction.

4. Potable Water, Reclaimed Water, and Wastewater Items or Projects: The Contractor shall submit descriptive information and evidence that the materials and equipment

the Contractor proposes for incorporation into the Work is of the kind and quality that satisfies the specified functions and quality. **Austin Water Utility Standard Products Lists (SPL)** are a part of the Specifications. Contractors shall use products specified in the Contract Documents, listed on the SPLs, or approved by AWU through the process in Section 2.4.0 of the Utilities Criteria Manual. Products contained in the SPL cannot be substituted for items shown on the Drawings, or called for in the specifications, unless approved by the E/A in conjunction with the Austin Water Utility Standards Committee. **Unless otherwise specified,** products current at the time of solicitation shall be installed except where an updated List has been issued to remove a product because of quality or performance issues.

3.7 SAMPLES

A. Submit full-size, fully fabricated Samples cured and finished when specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. Mount or display Samples in the manner to facilitate review of qualities indicated. Include the following:

   a. Specification Section number and reference;
   b. Generic description of the Sample;
   c. Sample source;
   d. Product name or name of the manufacturer;
   e. Compliance with recognized standards; and
   f. Availability and delivery time.

2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

   a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.

   b. Refer to other Specification Sections for requirements of Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

   c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.

   d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.

3. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.

   a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

   b. Sample sets may be used by Owner for final acceptance of the construction associated with each set.

B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

3.8 QUALITY ASSURANCE AND QUALITY CONTROL SUBMITTALS

A. Submit quality assurance and quality control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, materials test results, field testing and inspection reports, and other quality-control submittals as required under other Sections of the Specifications.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a certification from the manufacturer or responsible Engineer certifying compliance with specified requirements.

   1. Signature: Certification shall be signed by an officer of the corporation or other individual authorized to sign documents on behalf of the company.

C. Calculations: When required in the technical specification, calculations shall be prepared and stamped by a Professional Engineer registered in the State of Texas.

D. Concrete, Controlled Low Strength Material, Asphalt Stabilized Base and Hot Mix Asphaltic Concrete Mix Designs and Substantiating Test Data: Requirements for submittal of mix designs and substantiating test data are specified in the applicable Technical Specification Section. Each separate batch plant supplying ASB, HMAC and/or concrete shall submit mix designs to the Owner's Representative for review.

3.9 ENGINEER/ARCHITECT'S ACTION

A. Except for submittals, for the record, or for information where action and return is not required, the E/A will review each submittal, mark to indicate action taken, and return within the time frame specified in Paragraph 3.1.A.3.
   1. Compliance with specified characteristics is the Contractor's responsibility.

B. Action Stamp: The E/A will stamp each submittal with a uniform, action stamp. The E/A will mark the stamp appropriately to indicate the action taken, as follows:

   1. "Reviewed": the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.

   2. "Reviewed with Comments": the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

   3. "Revise and Resubmit" or "Rejected": do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations and resubmit without delay. Repeat if necessary to obtain different action mark.

      a. Do not use, or allow others to use, submittals marked "Revise and Resubmit" or "Rejected" at the Project Site or elsewhere where Work is in progress.

   4. Other Action: Where a submittal is for information, or for record purposes, or for special processing, or for other activity, the E/A will return the submittal marked "Record Copy", "Action Not Required" or "No Action Taken."

C. Unsolicited Submittals: The E/A will return unsolicited submittals to the sender without action.

3.10 PREPARATION AND SUBMITTAL OF CONSTRUCTION RECORD DRAWINGS

The Owner's Representative and the Contractor's Superintendent will each maintain a set of bluelines noting any changes in ink during construction of the Project. The Owner's Representative and the Contractor's Superintendent will compare bluelines at least weekly (at a time mutually acceptable to

both) to exchange information and compare notes to ensure all items installed and changes are documented. The following is a recommended minimum of items to be noted:

GENERAL

1. Notes should be sufficiently clear to allow a draftsperson to easily make the necessary changes without the need for field checks and interpretation.
2. One complete set of Construction Record bluelines will be submitted prior to the final pay request and forwarded to the Owner.

STREET RECONSTRUCTION AND OVERLAY PROJECTS

1. Location, type, and quantity of all work added or deleted from the Project including repair areas, milled areas, sidewalk, ramps, curb and gutter, etc.
2. Deviations in street, sidewalk, curb and gutter location and grades from Drawings.

WATER/WASTEWATER PROJECTS

1. Type, name and model numbers of all valves (with # of turns to open/close), air release valves, drain and fire hydrants noted at locations installed.
2. Installed locations of all assignments, appurtenances and elevations which differ from those indicated on the Drawings.
3. Pipe manufacturer type and classification noted in sufficient detail to determine location and extent of each type or classification installed.
4. Modification to any standard or special details noted.
5. Location and description of pipe closures.
6. Thrust blocking locations and restrained pipe lengths, approximate dimensions and quantities noted.
7. Location, type and quantity of all addition and deletions.
8. Changes in grade.

The above list is not intended to be complete. Any information noted which could be used for future maintenance, location and construction projects is encouraged to be noted on the bluelines.

3.11 CONSTRUCTION DIARIES

The Contractor shall prepare a daily construction diary recording as a minimum the following information concerning events at the site and submit duplicate copies to the Owner's Representative at weekly intervals. The copies are to be signed by the project Superintendent as defined in Section 00700, Article 6.1.2.

1. Work performed;
2. Approximate count of Contractor's personnel, by classification, on the site;
3. List by classification, of all Subcontractors, personnel and any professionals on the site that day;
4. List of all equipment on the site by make and model;
5. High and low temperatures together with general weather conditions;
6. Start time and finish time of day's work;
7. Accidents and / or unusual events;
8. Meetings and significant decisions made;
9. Stoppages, delays, shortages and / or losses;
10. Meter readings and / or similar recordings;
11. Emergencies procedures that may have been needed;
12. Orders and requests of governing authorities;
13. Change Orders received and implemented;
14. Services connected and / or disconnected;
15. Installed equipment and / or system tests and / or startups and results;
16. Partial completions and / or occupancies; and
17. Date of substantial completion certified.

Shop Drawing Transmittal

Month XX, 2008

Transmittal No. _____
Previous Transmittal No. _____
Previous Submittal Date _____

City of Austin
Construction Inspection Division
Public Works Department
P.O. Box 1088
Austin, Texas 78767

Project Name: Austin Lakeside Drive

Attention: Owner's Representative

Enclosed are nine (9) copies of the following items for your review:

Item No.	Description	Submittal Type	Specification Section	Subcontractor/Supplier
1.	6" DI Pipe	Produce Data	510	ABC Company
2.	8" Resilient Seat Gate Valve	Product Data	511	DEF Company

Example

NOTE: Item 1 above contains a deviation from the Specifications as indicated on the item

Submitted by: _____

XYZ Company
101 Ranch Road 2974
Austin, Texas 78759

END

Division 1 General Requirements

SUSTAINABLE CONSTRUCTION REQUIREMENTS

Section 01352

Non-Building Project using Baseline Sustainability Criteria

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section. The requirements may or may not include reference to sustainability.

Language in each section provides detailed guidelines to inform the Contractor of appropriate performance requirements for specific materials and products. All Sustainable design, materials, products, and methods must meet the specifications as written unless otherwise approved by the Architect or Engineer.

Related Sections include the following Division 1 Sections:

1. Section 01300 Submittals.
2. Section 01505 Construction and Demolition Waste Management and Disposal.

1.2 SUMMARY

A. This Section includes general requirements and procedures for compliance with certain Sustainable Construction requirements.

1. Some Sustainability requirements are dependent on material selections and may not be specifically identified as sustainability requirements. Compliance with requirements may be used as one criterion to evaluate substitution requests.
2. Additional Sustainability Construction requirements are dependent on design and other aspects of the Project that are not part of the Work of the Contract.

B. Related Sections: The contents of this Section are related to all Sections of these Specifications. Language in each section provides detailed guidelines to inform the Contractor of appropriate performance requirements for specific materials and products. All sustainable design materials, products, and methods must meet the specifications as written unless otherwise approved by the Architect or Engineer.

1.3 DEFINITIONS

A. Certificates of Chain-of-Custody: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria." Certificates shall include evidence that mill is certified for chain-of-custody by an FSC-accredited certification body.

B. Regionally Manufactured Materials: Materials that are manufactured within a radius of 500 miles (800 km) from the Project location. Manufacturing refers to the final assembly of components into the product that is installed at the Project site.

C. Regionally Extracted, Harvested, or Recovered Materials: Materials that are extracted, harvested or recovered and manufactured within a radius of 500 miles (800 km) from the Project site.

D. Recycled Content: The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer).

E. Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials.

F. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.

E. Albedo: The ratio of the amount of light reflected from a material to the amount of light shone on the material ranging from 0 (black) to 1 (white). As defined by the USGBC, a high albedo material has a reflectance of at least 0.3. Albedo is also known as solar reflectance or reflectivity.

F. Heat island effect: When warmer temperatures (from 6 - 10°F) are experienced in urban landscapes as a result of solar energy retention on constructed surfaces. Principle surfaces that contribute to heat island effect include streets, sidewalks, parking lots, and buildings. Also called "Urban Heat Island Effect."

G. Post-consumer recycled content: The percentage (by weight) of a reclaimed waste material contained in a product. A reclaimed waste material (e.g., newspaper, magazines, beverage containers, etc.) has already served a purpose to a consumer and has been diverted or separated from waste stream for recycling.

H. Pre-Consumer Recycled Content: Previously referred to as Post-industrial recycled content. The percentage (by weight) of a waste material obtained from industrial processes that is contained in a product.

I. Recycled material: A material that would otherwise be destined for landfill disposal but is diverted or separated from the waste stream, reintroduced as material feedstock, and processed into marketed end products.

J. Reused Material: Any item that is salvaged or reused without significant reprocessing as in a recycling process.

K. Source reduction: Minimization of waste at the start of a process or activity so that there is a reduced amount of waste to recycle or dispose. Also called precycling.

L. Volatile Organic Compound (VOC): A large family of chemicals based on carbon and hydrogen structures that vaporize at room temperature. VOCs are one type of indoor air contaminant. They are found in many indoor sources including common construction products and materials. Although thousands have been identified in indoor air, only a few are well understood and regulated. VOCs are considered unhealthful to humans - some individual VOCs are known or suspected human carcinogens or irritants to the eyes, nose, and mucous membranes. When released, VOCs can contribute to the formation of ground level ozone and smog. Formaldehyde and toluene are two examples of VOCs commonly found in construction materials.

M. Xeriscape: Quality landscaping that conserves water and protects the environment through its employment of seven principles: planning and design; soil analysis; appropriate plant selection; practical turf areas; efficient irrigation; use of mulches; and appropriate maintenance.

1.4 SUSTAINABILITY OBJECTIVES/GOALS

The City of Austin is committed to sustainability and expects the Project to reflect this commitment. The specific Sustainable (Design & Construction) goals for this project include:

1. Protection of the environment.
2. Limiting construction site area and disturbance of natural habitat and protection of trees and vegetation.
3. Reduction of waste created by construction activity through Source Reduction.
4. Increasing the use of materials and products with recycled content.
5. Chemically safe construction materials and pest management.
6. Construction materials that use less energy and create less pollution in manufacture, delivery, installation, renovation, and demolition.

1.5 SUBMITTALS

A. ***General***: Submit additional Sustainability submittal requirements included in other sections of the Specifications.

B. ***Sustainability submittals*** are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated requirements.

C. ***Sustainable Construction Action Plans***: Provide preliminary submittals within 30 calendar days of date established for the Notice to Proceed indicating how the following requirements will be met.

1. Construction & Demolition Waste Management Plan complying with Division 1 Section 01505 "Construction Waste Management."
2. List of proposed materials with recycled content, indicating cost, post consumer recycled content, and pre-consumer recycled content for each product having recycled content.

D. ***Sustainable Construction Progress Reports***: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with Action Plans for the following:

1. Waste reduction progress reports complying with Division 1 Section 01505 "Construction & Demolition Waste Management and Disposal."
2. Salvaged and refurbished materials.

E. ***Sustainability Documentation Submittals***:

1. Comply with Division 1 Section 01505 "Construction Waste Management."
2. Product Data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content. Include statement indicating costs for each product having recycled content.

1.6 QUALITY ASSURANCE

A. Sustainability Coordinator: Engage a responsible person on the construction team who is familiar with Sustainable practices and procedures. The Coordinator may also serve as the Waste Management coordinator.

PART 2 – PRODUCTS

Provide and maximize to the greatest extent economically feasible, a combination of salvaged, refurbished, recycled, regional materials and certified wood within the scope of the project.

2.1 RECYCLED CONTENT OF MATERIALS

A. Provide construction materials with recycled content for a minimum of 10% of the total value of the project. Such that the sum of post-consumer recycled content plus one-half of the post-industrial is 10% of content of the materials in the project.

1. The cost of post-consumer recycled content of an item shall be determined by dividing the weight of post-consumer recycled content in the item by the total weight of the item and multiplying by the cost of the item.
2. The cost of post consumer recycled content plus one-half of pre-consumer recycled content of an item shall be determined by dividing the weight of post-consumer recycled content plus one-half of pre-consumer recycled content in the item by the total weight of the item and multiplying by the cost of the item.

PART 3 – EXECUTION

3.1 SITE DISTURBANCE

A. Special Site Practices:

1. Construction Activity Pollution Prevention: Comply with City of Austin standard requirements.
2. Protect and restore natural vegetation per division 1 Sections and plans.
3. Replace any removed or destroyed vegetation with equivalent species that are within City guidelines for native and adaptive plants.
4. Restrict construction activity only to defined site limits per plans and avoid activity and practices that would adversely affect environment, property, soils, vegetation and water courses.

3.2 CONSTRUCTION WASTE MANAGEMENT

A. Comply with Division 1 Section 1505 "Construction Waste Management."

END SECTION 01352.5

CONSTRUCTION EQUIPMENT EMISSIONS REDUCTION PLAN
Section 01353

1. GENERAL

1.1. RELATED DOCUMENTS

A. This Section applies to Drawings and all provisions of Contract.

1.2. SUMMARY – CONSTRUCTION EQUIPMENT EMISSIONS PLAN

A. The OWNER, as part of the Council Resolution No. 20100211-019, has decided to take steps to reduce emissions associated with construction process including Nitrogen Oxides (NOx), particulate matter and greenhouse gas. Construction activity is a source of large quantities of particulate matter and ozone forming Nitrogen Oxides that adversely affect the health of our community and the natural environment.

B. The CONTRACTOR shall employ practices and take actions that reduce emissions from NOx, particulate matter (black soot) and greenhouse gases resulting from activities associated with new construction and demolition Projects.

C. The CONTRACTOR shall maximize the use of equipment and vehicles with advanced emission controls in support of the City's goals, utilizing equipment that meets defined EPA emissions standards.

1.3. DEFINITIONS

A. "Construction Equipment" means equipment powered by an internal combustion engine and used for performing or otherwise advancing the Work on the Project, other than motor vehicles intended for use on public highways and registered pursuant to Section 502.002 of the Texas Transportation Code.

B. The list of applicable Construction Equipment includes, but is not limited to excavators, backhoes, loaders, bulldozers, graders, rock saws, generators, and other similar equipment.

C. "EPA" means the United States Environmental Protection Agency.

D. "Low-Use Equipment" means any piece of construction equipment which is used for less than ten (10) hours per week on site for a single construction contract.

E. "Greenhouse Gases" are emissions that absorb and emit radiation within the atmosphere. Greenhouse Gases can be one or a combination of, these gases: carbon dioxide, methane, nitrous oxide and three groups of fluorinated gases (sulfur hexafluoride, hydro fluorocarbons, and perfluorocarbons)

1.4. REQUIREMENTS – Not Used

1.5. SUBMITTALS

A. CONSTRUCTION EQUIPMENT EMISSIONS REDUCTION PLAN:

1. The CONTRACTOR agrees to prepare a draft Emissions Reduction Plan (referred to as PLAN) prior to start of construction. This PLAN shall include an inventory report

containing identifying data for each piece of equipment to be used on the worksite and shall include the following:

- Vehicle/Equipment: Make & Model Year
- Vehicle/Equipment: Engine Make & Model Year
- Vehicle/Equipment: Fuel Type
- Vehicle/Equipment: Expected gallons or hours used for project duration

a) The OWNER will provide Emissions Reduction Toolkit to help the CONTRACTOR in preparation of the PLAN and inventory.

2. The CONTRACTOR shall develop a list of strategies to be used in this Project in order to reduce emissions from NOx, particulate matter and greenhouse gas (CO_2 equivalent). Once prepared, the agreed upon strategies shall be incorporated into the PLAN. The PLAN will then be signed by the CONTRACTOR and made ready for implementation. Implementation progress will be reviewed once a month in regularly scheduled project progress meetings. The PLAN may be modified during construction if changes are made to the Project, but adjustments shall be approved by the OWNER prior to implementation.

3. This PLAN may be used by the Owner's Representative or Inspector to conduct site inspections and/or verify compliance with specification elements.

4. If additional equipment is brought on-site after construction begins, the Contractor shall provide this same inventory information to the Owner's Representative for the new equipment on or before the day it begins work on-site. All additional equipment shall conform to the PLAN.

5. Reports shall be provided for all equipment used on-site.

B. EQUIPMENT EMISSIONS CLOSEOUT DOCUMENTATION:

1. Submit the following prior to final payment:

a) Record of changes made to the original PLAN and reasons.

b) Provide a summary and documentation of strategies used and estimated reductions in fuel & emissions.

c) Provide documentation of amount and % of alternative fuel used.

2. PRODUCTS

Not used

3. EXECUTION

3.1. GENERAL

A. Implement the submitted PLAN. Provide personnel, documentation, equipment, signage, transportation, and other items as required to implement the PLAN during the entire duration of the Contract.

3.2. EQUIPMENT EMISSIONS PLAN IMPLEMENTATION

A. Plan Coordinator (Could be same as superintendent): Designate an on-site person responsible for instructing workers on the Owner's intent to reduce emissions, overseeing implementation and documenting results of the PLAN for the Project.

B. Plan Review: Review the PLAN in monthly progress meeting and include comments in the meeting notes.

C. Instruction: Provide on-site instructions to all subcontractors of emissions reduction methods to be used by all parties for the appropriate activities of the Project.

D. Discuss Owner's goals and requirements at the following meetings:

1. Pre-bid conference.

2. Pre-construction conference.

3. Progress meetings (monthly).

3.3 EQUIPMENT EMISSIONS REDUCTION TOOLKIT

A. Equipment Emissions Reduction Toolkit available at:

1. Website: (http://austintexas.gov/department/capital-improvement-program)

2. City of Austin Public Works Department, Project Management Division, One Texas Center, Suite 900

3. Construction Job Site Office (after contract award)

B. Equipment Emissions Reduction Toolkit consists of:

1. A list of Construction Equipment Emissions Reduction Strategies

2. EPA fuel savings calculator by idling reductions

3. Posting of Anti-idling signs

4. Memorandum of Agreement by Local Area Governments

5. Equipment Inventory Form

3.4 A LIST OF EQUIPMENT EMISSIONS REDUCTION STRATEGIES

The following are suggested emissions reduction strategies and references. As per the specification section 01353, 1.5 Submittals, the CONTRACTOR shall develop a list of strategies to be used in this Project at the start of construction.

C-1 Anti-Idling Strategies:

1. Implement and enforce anti-idling practices for all equipment and vehicles on and adjacent to the site and associated with the project. City will provide a construction site sign and stickers for vehicles and equipment. (http://www.engineoff.org/)

2. Limit all idling of project associated vehicles and equipment operations to five (5) minutes unless the idling is applicable to one or more of the following exceptions:

a) Idling is being used for emergency response purposes;

b) Idling is necessary for component of mechanical operation, maintenance, or diagnostic purposes; or

c) Idling is for the health or safety of the equipment operator.

3. Provide education to all staff, vendors and subcontractors about emissions hazards and anti-idling practices and encourage use of EPA calculator for fuel savings.

4. To the extent possible, do not stop or idle haulage trucks directly under tree limbs and foliage overhanging the street along the haul route. Further avoid such damage from truck exhaust by means of exhaust diversion devices to redirect or diffuse exhaust from being directed in a concentrated manner to tree limbs and foliage.

5. Avoid vehicle loitering or queuing outside or inside the gates of the work area to minimize degradation of localized air quality.

   (http://data.capcog.org/air-quality/engineoff/AntiIdlingBrochure(2).pdf)

   (http://data.capcog.org/air-quality/engineoff/template-1/HowtoOrderSign.html)

   (http://data.capcog.org/air-quality/engineoff/smartwaycalculator.xls)

   (http://austintexas.gov/airquality/)

C-2 Alternative Fuels:

6. Utilize **alternative fuels** including, Texas LED Compliant B20 (or higher) biodiesel, Compressed Natural Gas (CNG), propane and electric. (Refer to EPA Energy Policy Act for full list).

7. Avoid unnecessary fuel use by providing on-site fuelling for alternate fuels.

   (http://www.tceq.texas.gov/airquality/mobilesource/txled/cleandiesel.html)

   (http://www.eere.energy.gov/cleancities)

   (http://lonestarcfa.org)

C-3 Vehicle/Equipment Improvements:

8. Eliminate use of vehicles in tier 0 and 1 categories per EPA and rent or purchase tier 2 and 3 or (4) compliant vehicles.

9. It is recommended that CONTRACTOR takes advantage of the **Texas Emission Reduction Plan (TERP)** grant incentives to upgrade (replace or repower) vehicles with retrofitted emission reduction technologies. (http://www.tceq.texas.gov/airquality/terp/index.html) or (www.terpgrants.com)

10. Utilize **battery powered and/or solar powered equipment** where available. This strategy can be combined with anti-idling strategies by using this technology for sign boards. (evtransportal.org/dieselengineidlereduction.pdf)

C-4 Maintenance Program:

11. Establish a preventative **maintenance program** addressing issues including but not limited to, fuel use, air emissions, tire pressure, smoke from exhaust and noise.

12. Make all efforts to **prevent oil/fuel spillage** on to site surfaces.

C-5 Resource Management:

13. Utilize equipment companies that are located closest to the construction site.

14. Store equipment on site during construction use or arrange for closest overnight storage including **temporary use of the Right of Way** if possible.

15. To the extent possible, CONTRACTOR shall maximize use of **local and regional materials** to reduce transportation emissions.

16. CONTRACTOR shall maximize **salvage and reuse** of appropriate on-site materials. (http://www.usgbc.org/ShowFile.aspx?DocumentID=1095)

17. To the greatest extent possible, stage equipment and vehicles away from, and minimize operation near, sensitive receptors including, but not limited to, operable windows, fresh air intakes, hospitals, schools, licensed day care facilities, residences and areas where people congregate.

END

CONSTRUCTION PHOTOGRAPHY & VIDEOS
Section 01380

1. GENERAL

CONTRACTOR shall be responsible for the production of pre-construction, construction progress and post-construction photographs as provided herein. Owner's Representative may also designate additional subjects for photographs in addition to the general guidelines identified below.

2. QUALITY

All photographs must be produced by a competent photographer and shall be digital (6 Mega-Pixel) date-stamped color photography of commercial quality. All CONTRACTOR-generated photographs must be stored in a .jpeg file format Each photograph shall be submitted in duplicate as two 3x5 prints with no more than 3 photos per page of professional quality enclosed in clear plastic sleeve within 3 tab folders. The prints shall be accompanied by digital date-stamped photographs in CD format or other format acceptable to the City. Each print shall be marked with the name and CIP ID number for the Contract, name of CONTRACTOR, description and location of view and identity of photographer.

Each photograph submittal must include a Photo Log that includes the name and CIP ID number of Contract, name of CONTRACTOR, the name of the photographer and company, photograph number, the date of the photograph and the filename that the camera assigns to the photo (e.g. MVC-001.jpg). In addition, appropriate descriptive information to properly identify the location of view must be entered into the Photo Log that includes a project drawing or sketch to assist in maintaining a concise project record (e.g. location of MH 5 - Line A or Sta. 2+00 - Line A or location of Sedimentation Basin 5, sludge pump A).

3. VIEWS AND QUANTITIES

3.1. PRE-CONSTRUCTION VIDEO
STREET, RIGHTS-OF-WAY OR WATER/WASTEWATER/STORMWATER PROJECTS

CONTRACTOR shall document by video, within the limits of construction, all pre-existing site conditions/elements as listed for the Pre-construction Photographs below. The video documentation shall provide a clear and continuous view of the project alignment showing all visible utilities and features within the limits of construction. The pre-construction video shall be in a format acceptable to the City and shall be shot prior to the occurrence of any site disturbance after Notice to Proceed. The pre-construction video shall be submitted within ten (10) calendar days of the Notice to Proceed.

3.2. PRE-CONSTRUCTION PHOTOGRAPHS

STREET, RIGHTS-OF-WAY OR WATER/WASTEWATER/STORMWATER PROJECTS

All pre-construction photographs must be submitted within ten (10) calendar days of the Notice to Proceed. Pre-construction photographs must be taken at sufficient intervals to be able to carefully document the pre-construction conditions of the Work, but in no case less than 100 foot intervals along the street, right-of-way, drainage easement or water/wastewater line route before commencement of Work. Each photograph location shall be taken from a minimum of two (2) views (one forward station view and one backward station view along the street, drainage, easement or pipeline route) within the limits of construction. Particular attention must be devoted to pre-existing damage to structures; landscape features, streets, curbs, sidewalks, driveways, signs, mailboxes, retaining walls, MSE walls, etc. shall be documented. An identifier such as houses or businesses address/ signs, property numbers, mail boxes, landscaping, etc. shall be included in each view for ease of later identification. At a minimum, Pre-construction photographs must be taken of the following views:

- The entire street ROW
- The entire easement width and length (both permanent and temporary)
- The entire construction site area (full width and length)
- All curb lines (both sides of street) – all pre-existing curb damage not called for replacement within the Work and shall include major cracks
- All driveways, steps, and curbs and curb ramps (both sides of street)
- Fence and gate conditions
- Trees, ornamental shrubs, plantings/planter boxes and evidence of irrigation features
- Other privately or publically owned features or facilities that might be disturbed by the construction
- Prominent utility features, such as: guy wires, poles, signs, valves, fire hydrants, meters, pull boxes, etc.
- Streams and stream banks within the limits of construction
- Other significant or prominent features in order to protect the OWNER and CONTRACTOR following construction (e.g. close up photographs of pre-existing broken curbs, cracked/failed pavement, damaged adjacent retaining walls, etc.)
- Views of structures, both inside and adjacent to the ROW/easement and project site in areas where CONTRACTOR will be working within five (5) feet of said structure
- Other views as requested by the OWNER

3.3. CONSTRUCTION PROGRESS PHOTOGRAPHS.

INFRASTRUCTURE FACILITIES (i.e. TREATMENT PLANTS, PUMP STATIONS, LIFT STATIONS, RESERVOIRS, ETC) OR BUILDING PROJECTS

Construction Progress photos must be taken at least [twice] per month.

One set of Construction progress photographs, as the work progresses, of the same views taken during pre-construction photography must be taken during the progress of the Work.

One set of the progress photos must be taken to depict the work accomplished during the month that includes:

- Work not yet covered up
- When MEP or building inspections are scheduled
- The beginning of installation of major items of equipment
- After installation of major items of equipment
- Other significant construction activities.

Both sets of photos shall be submitted monthly with the CONTRACTOR'S monthly progress payment application.

3.4 POST CONSTRUCTION PHOTOGRAPHS

Post-construction photographs must be taken of the same views taken during pre-construction photography to fully document the completed project. Post-construction photographs must be taken after cleanup and site restoration, and must be submitted with the final payment.

End

PART 1 - GENERAL

1.1 Related Documents:

Drawings and general provisions of Contract, including General Conditions, Section 00700,and Supplemental General Conditions, Section 00810, and Division 1 requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 Office at the Work Site (Job Shack)

During the performance of this Contract, CONTRACTOR shall maintain a suitable office at or near the site of the Work which shall be the headquarters of his superintendent. Any communication given to the superintendent or delivered to CONTRACTOR's office at the site of the Work in his absence shall be deemed to have been delivered to CONTRACTOR.

3.2 Water for Construction

All water required for and in connection with the Work to be performed shall be furnished by and at the expense of the CONTRACTOR through meters installed on hydrants, except for water used in the "disinfection of potable water lines" process per Specification 510.3(29). All water used in the disinfection process shall not be metered, but rather shall be measured by calculation. Such water use does not require a meter, but a double-check valve assembly is required when connecting to a fire hydrant or a City main. CONTRACTOR shall submit a written plan for the disinfection process for review and approval by OWNER prior to commencing Work. The written plan shall include the CONTRACTOR's plan for final flushing and discharge of chlorinated water, and shall specify the quantities of potable water that will be required for the procedure and dosage plan proposed by the CONTRACTOR. Water used in the disinfection process shall be supplied by the OWNER through hydrants or connection through a City main at no charge to the CONTRACTOR for the initial disinfection procedure up to the quantities agreed to in the written plan for the disinfection process. Should the initial disinfection procedure fail to produce acceptable bacteriological sample test results, the cost of water at standard rates used for subsequent disinfection procedures shall be the responsibility of the CONTRACTOR with quantities determined through calculations.

For all water required for and in connection with the Work to be performed other than for the disinfection process, water and meters will be available from OWNER at standard rates. All costs for obtaining a water meter shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall contact the Austin Water Utility and arrange to pick up the meter. CONTRACTOR shall install a double-check valve assembly on the fire hydrant between the hydrant and the meter, to prevent backflow in the event of pressure failure. CONTRACTOR shall supply all necessary tools, hose and pipe, and shall make necessary arrangements for securing and transporting such water and shall take water in such a manner, and at such times, that will not produce a harmful drain or decrease of pressure in the OWNER's water system. It shall be the CONTRACTOR's responsibility to make arrangements with the Austin Water Utility for the metering and reporting of the amount of water used. Water shall not be used in a wasteful manner. Standard hydrant wrenches shall be used for opening and closing of fire hydrants. In no case shall pipe wrenches be used for this purpose. Temporary lines shall be removed when no longer required.

"If applicable, after the installation of the City of Austin's water meter(s) for the Project, the CONTRACTOR has the option to utilize the water available from this service at the CONTRACTOR's expense. An adjustment to the Contract amount will be made by Change Order at the end of the Project for the costs incurred by the City of Austin for the water."

3.3 Sanitary Facilities

CONTRACTOR shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing Work or furnishing services on the Project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet shall be furnished for each 20 employees. CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.

3.4 Protection of Public and Private Property

CONTRACTOR shall protect, shore, brace, support and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the CONTRACTOR's operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement/right-of-way. All replacements shall be made with new materials.

CONTRACTOR shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from the Work, whether by him or his Subcontractors. CONTRACTOR shall make satisfactory and acceptable arrangements with the owner of, or the agency having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.

All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

3.5 Tree and Plant Protection

All trees and other vegetation which must be removed to perform the Work shall be removed and disposed of by the CONTRACTOR; however, no trees or cultured plants shall be unnecessarily removed unless their removal is indicated on the Drawings. All trees and plants not removed shall be protected against injury from construction operations.

No tree shall be removed outside of permanent easement(s), except where authorized by the E/A. Whenever practicable, CONTRACTOR shall tunnel beneath trees in yards and parking lots when on or near the line of trenching operations. Hand excavations shall be employed as necessary to prevent injury to trees. Care shall be taken with exposed roots, unearthed during construction, so that roots do not dehydrate causing tree damage.

Trees considered by the E/A to have any significant effect on construction operations are indicated on the Drawings and those which are to be preserved are so indicated.

CONTRACTOR shall take extra measures to protect trees designated to be preserved, using methods shown on the Drawings and as specified in Standard Specification Item No. 610S "Preservation of Trees and other Vegetation".

3.6 Security

CONTRACTOR shall be responsible for protection of the site, and all Work, materials, equipment, and existing facilities hereon, against vandals and other unauthorized persons.

No claim shall be made against OWNER by reason of any act of an employee or trespasser, and CONTRACTOR shall make good all damage to the OWNER's property resulting from CONTRACTOR's failure to provide security measures as specified.

Security measures shall be at least equal to those usually provided by OWNER to protect existing facilities during normal operations, and shall also include such additional security fencing, barricades, lighting, and other measures as required to protect the site. When required, the CONTRACTOR shall provide a security plan to the OWNER for review as to appropriateness of the security measures proposed.

3.7 Access Roads

CONTRACTOR shall establish and maintain temporary access roads to various parts of the site as required to complete the Project. Such roads shall be available for the use of all others performing Work or furnishing services in connection with the Project.

3.8 Parking

CONTRACTOR shall provide and maintain suitable parking areas for the use of all construction workers and others performing Work or furnishing services in connection with the Project, as required, to avoid any need for parking personal vehicles where they may interfere with public traffic, the OWNER's operations, or construction activities.

3.9 Dust Control

Dust Control during construction of this Project shall conform to Standard Specifications Item No. 220S, “Sprinkling for Dust Control". No direct payment will be made for dust control. Dust Control shall be considered subsidiary work relating to various Bid items of the Contract.

3.10 Temporary Drainage Provisions

CONTRACTOR shall be responsible for providing for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the Work. CONTRACTOR shall obtain E/A approval for temporary drainage facilities which will handle, carry through, or divert around his Work all drainage flow, including storm flow and flows created by construction activity, to prevent silting of waterways or flooding damage to the property and adjacent property.

3.11 Erosion Control

CONTRACTOR shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations which will disturb the natural protection.

CONTRACTOR shall use controls found in "Environmental Criteria Manual" or developed from successful techniques elsewhere as approved by E/A.

3.12 Pollution Control

CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and the substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures shall be taken by CONTRACTOR to prevent such materials from entering any drain or watercourse.

CONTRACTOR shall observe the rules and regulations of the State of Texas and agencies of the U.S. Government prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

CONTRACTOR is specifically cautioned that disposal of materials into any water of the State must conform to the requirements of the Texas Commission on Environmental Quality (TCEQ), and any applicable permit from the U.S. Army Corps of Engineers.

3.13 Noise Control

CONTRACTOR shall comply with the City of Austin’s Noise Ordinance. CONTRACTOR shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate

for the normal ambient sound level in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

3.14 CIP Sign

CONTRACTOR shall erect install and maintain CIP signs as specified. Signs shall be constructed in accordance with City Standard Specification Item No. 802S "Project Signs," as indicated on the Drawings.

3.15 Fences

All existing fences affected by the Work shall be maintained by the CONTRACTOR until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across any construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

Upon completion of the Work across any tract of land, CONTRACTOR shall restore all fences to preconstruction, or to a better, condition and to their preconstruction location.

3.16 Mail Boxes

CONTRACTOR shall remove, reset temporarily, and relocate permanently all mail boxes that are within construction site limits conforming to requirements of United States Postal Service. Mailboxes shall not be laid on the ground, but shall be temporarily reset the same day as removed. Payment for removing and resetting of mail boxes will not be paid for directly, but will be considered subsidiary to the various Bid items. Any damage to mail boxes or posts shall be the responsibility of the CONTRACTOR.

3.17 Emergency Facilities

Free access shall be maintained at all times to fire lanes and emergency and utility control facilities such as fire hydrants, fire alarm boxes, police call boxes, and utility valves, manholes, junction boxes, etc. In the event that it is necessary to make one of these facilities temporarily inaccessible, CONTRACTOR shall obtain approval of such action and schedule of Work from the OWNER. CONTRACTOR shall also provide at least 24 hours prior notice to the Fire Department, Police Department, and City Department governing the affected utility. The same Department(s) shall be promptly notified by the CONTRACTOR when such facilities are placed back in unobstructed service.

3.18 Notification of Owners

Unless otherwise indicated, the OWNER will notify property owners abutting the right-of-way of impending construction. The CONTRACTOR shall exercise diplomacy and tact with individual property owners.

3.19 Maintenance of Traffic

CONTRACTOR shall conduct his Work to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks whether public or private, the CONTRACTOR shall provide and maintain suitable safe bridges, detours or other temporary measures to accommodate public and private travel, and shall provide reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when CONTRACTOR has obtained written permission from the owner and the tenant of the private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point. A copy of the initial written permission shall be provided to the Owner's Representative.

Safety and conveyance of traffic shall be regarded as prime importance. Unless otherwise directed, all portions of streets associated with this Project shall be kept open and provided a dust free, smooth and comfortable ride to traffic. It shall be the responsibility of the CONTRACTOR to ensure that two-way traffic may safely bypass the construction site and that access is provided to abutting private property. In making open cut street crossings, the CONTRACTOR shall not block more than one-half of the street at one time without approval of the OWNER. Whenever possible, CONTRACTOR shall widen the shoulder on the opposite side to facilitate traffic control. Temporary surfacing shall be provided as necessary on shoulders.

Prior to beginning Work, CONTRACTOR shall designate, in writing, a competent person who will be responsible and available on the Project site, or in the immediate area, to ensure compliance with the traffic control plan. CONTRACTOR shall provide documentation to demonstrate the sufficient training in Traffic Control for his competent person. Owner will designate a qualified person to observe implementation and who will have authority to assure compliance with the traffic control plan.

The CONTRACTOR shall perform the necessary cleanup and finishing immediately after all or a portion of the Work is completed. When the Work includes paving operations, the entire site shall be kept clean to facilitate placement of required traffic control devices. Temporary and permanent striping lay-out shall be approved by the Transportation Department prior to placement, when included in the Work.

1. Detours

Where indicated on the traffic control plan CONTRACTOR shall erect and maintain detours around construction activities. Should CONTRACTOR desire to propose a detour, not already included in the traffic control plan, it shall be his responsibility to prepare a revised traffic control plan showing the detour, and obtain approval of the revised traffic control plan from the Transportation Department, prior to implementation of the detour. The Transportation Department has final authority as to the acceptability of any proposed revisions to the traffic control plan. The CONTRACTOR shall bear all costs for revising the traffic control plan and for maintaining the proposed detour.

2. Barricades and lights

CONTRACTOR shall place and maintain in good condition, standard barricades at each end of the Project and at other locations where traffic is rerouted or blocked from using regular traffic lanes. Barricades and warning signs shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) and City of Austin Standard Specification Item No. 803S, “Barricades, Signs and Traffic Handling”. Signs, barricades, and warning devices informing the public of construction features will be placed and maintained by the CONTRACTOR, who shall be solely responsible for their maintenance. The decision to use a particular device at a particular location as indicated in the traffic control plan or as determined by the CONTRACTOR, shall be the sole responsibility of the CONTRACTOR.

All open trenches and other excavations shall have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions, such as material piles and equipment shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and conduct of the Work on, or along side, public streets and highways shall cause a minimum obstruction and inconvenience of the traveling public.

3.20 Required Job Site Postings and Notices

CONTRACTOR shall post the following postings and notices in English and Spanish at one or more conspicuous locations on the job site. In the case of Projects with multiple sites, the notices and postings must be displayed at each site. In the case of Projects that do not have a job shack or other temporary facility on the site, CONTRACTOR shall post all notices on a temporary bulletin board. Other special conditions are noted below.

Required for all Projects	
Poster	Available at:
Baseline Schedule for Project identifying when all subcontractors will be used	N/A (as required under Section 00700, paragraph 2.4.2.1.)
Wage Rates as required under Section 00830.	Section 00830BC and/or Section 008300HH
City of Austin Wage Contact posters	Provided at Pre-Construction meeting (English and Spanish)
City of Austin Equal Employment Opportunity posters	http://austintexas.gov/department/wage-compliance (English and Spanish)
Texas Commission on Environmental Quality "Construction Site Notice" form, if applicable, as required or the required TPDES information	http://www.tceq.state.tx.us/assets/public/permitting/waterquality/attachments/stormwater/txr152d2.pdf (Option 1 – as required under Section 00810, 6.7.4.2 N/A (Option 2 – as required under Section 00810, 2.6.7.4.3)
OSHA poster "Job Safety and Health: It's the Law"	http://www.osha.gov/Publications/osha3165.pdf (English) http://www.osha.gov/Publications/osha3167.pdf (Spanish)
City of Austin Rest Break Ordinance Signs	http://austintexas.gov/department/wage-compliance (English and Spanish) As required to be posted in English and Spanish under Ordinance No. 20100729-047
Texas Payday Law Poster	http://www.twc.state.tx.us/ui/lablaw/ll10.pdf (English) http://www.twc.state.tx.us/ui/lablaw/ll10s.pdf (Spanish)
Texas Workers Compensation notice that the employer does or does not carry Workers Compensation insurance	Does not carry Workers Compensation Insurance: http://www.tdi.state.tx.us/forms/dwc/notice5.pdf (English) http://www.tdi.state.tx.us/forms/dwc/notice5s.pdf (Spanish) Does carry Workers Compensation Insurance: http://www.tdi.state.tx.us/forms/dwc/notice6.pdf (English) http://www.tdi.state.tx.us/forms/dwc/notice6s.pdf (Spanish)
TWC Employer's Notification of the Ombudsman Program to Employees	http://www.oiec.state.tx.us/documents/Employer_Notice_of_O.pdf (both versions)
DOL – The Uniformed Services Employment and Reemployment Rights Act (USERRA)	http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf
EEOC Equal Employment Act and the Americans with Disabilities Act (ADA)	http://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf (English) http://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeosp.pdf (Spanish)
Fair Labor Standards Act (FLSA) Minimum Wage Poster	http://www.dol.gov/whd/regs/compliance/posters/flsa.htm (English) http://www.dol.gov/whd/regs/compliance/posters/flsaspan.htm (Spanish)
If applicable: Employee Rights for Workers with Disabilities/Special	http://www.dol.gov/whd/regs/compliance/posters/disabc.pdf http://www.dol.gov/whd/regs/compliance/posters/disabspanc3p.pdf

Minimum Wage Poster – Employment Standards	
"Your Rights Under the Family and Medical Leave Act (FLMA)"	http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf (English) http://www.dol.gov/whd/regs/compliance/posters/fmlasp.pdf (Spanish)
Title VI Rights Poster	http://austintexas.gov/department/wage-compliance
Additional Postings Required for Federally Funded Projects	
"Employee Rights Under the Davis-Bacon Act"	http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf (English) http://www.dol.gov/whd/regs/compliance/posters/davispan.pdf (Spanish)
Applies to USDOT/FHWA funded projects: "Notice of False Statements Concerning Highway Projects"	http://www.mdt.mt.gov/publications/docs/forms/dbe/eeo_board/false_statements.pdf (as required in Section 00810A Standard Federal-Aid Assurances)
Applies to USDOT/FHWA funded projects; "Contractors EEO Policy"	N/A (as required in Section 00810A Standard Federal-Aid Assurances)

END

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

Section 01505

Non-Building Projects using Non-Building Baseline Sustainability Criteria (Minimal Waste)

PART 1 – GENERAL

1.1 Related Documents

1. Division 01 Section 01200 "Project Meetings"
2. Division 01 Section 01500 “Temporary Facilities”
3. Division 00 Section "Hazardous Waste Management”
4. Division 01 Section 01700 “Contract Closeout”
5. Division 02 Section “Demolition” & “Clearing and Grubbing”.
6. Division 01 Section 01352 “Sustainable Construction Requirements”.

1.2 SUMMARY

A. The Owner has established that the Project shall minimize the creation of construction and demolition waste on the Project site and shall recycle and/or salvage non-hazardous construction, demolition, and land clearing debris to divert waste from Landfills.

1. Contractor shall minimize factors that contribute to waste such as over packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination.
2. Contractor shall reuse, salvage, or recycle as many of the non-hazardous waste materials as economically feasible.
3. All profits resulting from salvaging and recycling shall go to the Contractor.
4. Where there is little to no cost difference between recycling/salvaging and land-filling of items, the Contractor is directed to recycle/salvage.

B. Hazardous materials are an exception to this Section. Comply with applicable requirements of Local, State and Federal regulations.

C. This Section includes administrative and procedural requirements for recycling, salvaging and disposing of non-hazardous demolition and construction waste

1.3 REFERENCES

A. The standards listed below form a part of this Section to extent referenced. Standards are referred to in the text by basic reference only.

1. Sustainable Building Sourcebook – Austin Energy Green Building:www.austinenergy.com/Energy%20Efficiency/Programs/Green%20Building/Sourcebook/constructionWasteManagement.htm

2. Resource Exchange Network for Eliminating Waste (RENEW), TCEQ (MC-112), Biannual catalog lists materials available and wanted; serves Texas and surrounding states; lists are posted on the Internet: http://www.tceq.state.tx.us/assistance/P2Recycle/renew/renew.html

3. Recycle Texas Online, A service of the Texas Commission on Environmental Quality. Contains information on about 1000 businesses and local governments handling materials from Texas. Organizations' information is self-reported and listings are free of charge. www.tceq.state.tx.us/assistance/P2Recycle/rtol/rtol.html

4. "WasteSpec", Triangle J Council of Governments, Research Triangle Park, NC 27709, (919) 549-9390.

1.4 DEFINITIONS

A. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.

B. Clean: Untreated, unpainted, not contaminated with oils, solvents, caulk, or other materials.

C. Disposal: Acceptance of solid wastes at legally permitted and operating facility for the purposes of land-filling.

D. Diversion: Avoidance of demolition and construction waste sent for disposal to landfill or incineration. Diversion does not include using materials for landfill, alternate daily cover on landfills, or materials used as fuel in waste-to-energy processes.

E. Hazardous Waste: Byproducts of society that can pose a substantial or potential hazard to human health or the environment when improperly managed, and possessing at least 1 of 4 of the following characteristics, or appearing on a special Environmental Protection Agency (EPA) list.

1. Ignitability.
2. Corrosivity.
3. Reactivity.
4. Toxicity.

F. Landfill: Authorized land waste disposal site that is located to minimize waste pollution from runoff and leaching.

G. Recycling: The process of sorting, cleansing, treating, and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

H. Return: To give back reusable items or unused products to vendors for credit.

I. Reuse: A strategy to return materials to active use in the same or a related capacity.

J. Salvage: To remove a waste material from the Project site to another site for resale or reuse by others.

K. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become a waste.

L. Toxic: Poisonous to living beings either immediately or after a long period of exposure.

M. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

N. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes all materials removed from the Project site to be land-filled, recycled, or salvaged for reuse. Pallets, containers, packaging and packing materials in which construction products are delivered to the Project site are considered waste materials.

1.5 WASTE MANAGEMENT GOALS

A. The Owner has established that at least 50% of the "waste" materials produced as a result of the Work, shall be employed, salvaged, reused, or recycled in order to minimize the impact of construction and demolition waste on landfills and reducing disposal costs.

B. Contractor shall employ and encourage practices that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local laws and regulations, pertaining to legal disposal of all construction waste materials.

D. Contractor shall recycle and divert materials for secondary uses whenever economically feasible.

E. Acceptable methods of diversion include:
Recycling, reuse and salvage
Donation to nonprofit organizations
Removal from jobsite by staff or subcontractors for use (not disposal)
Return to supplier
Sale to organizations or individuals

F. The Contractor shall develop a Construction and Demolition Waste Management Plan that results in end-of-Project rates for recycle and/or salvage of at least 50% of non-hazardous construction and demolition waste. The plan shall identify the materials to be diverted from disposal and define the materials to be separated on-site or off-site. Calculations can be done by weight or volume, but must be consistent throughout.

1.6 SUBMITTALS

A. ***Waste Management Plan:*** A Project-specific plan for the collection, transportation, and disposal of the waste generated at the construction site, shall be submitted for approval within 14 calendar days after date of the Notice to Proceed, or prior to any waste removal, whichever occurs first. The approved Plan shall be distributed to all subcontractors and the owner and will not relieve the Contractor's responsibility for compliance with applicable environmental regulations.

An example template is included as "Appendix A" to this section.

1. The Waste Management Plan shall include the following:

a. Identify each type of waste material produced as a result of the Work on the Project Site.

b. Identify each type and quantity of demolished and waste material intended to be recycled, salvaged or reused.

c. Identify material separation requirements.

e. Identify location of temporary on-Site storage for recycled and reused materials.

f. Identify final destination means of transportation for each recycled and reused material.

h. Identify the name/phone number of the Contractor's on-site coordinator of the Waste Management Plan.

i. Indicate permit or license and the location of the municipal solid waste landfills and other disposal area(s) to be used.

j. List of materials that cannot be recycled or reused.

B. ***CWM Closeout Documentation:*** Submit the following upon the completion of The Work and prior to final payment:

a. A Summary of Solid Waste Disposal and Diversion (refer example template "Appendix B") prepared and maintained through Project duration, demonstrating that 100% of all non-hazardous construction wastes were recycled, salvaged or disposed of properly and includes as a minimum the following information:

1. Dates
2. Materials Description
3. Materials Quantity
4. Indicate whether recycled, salvaged, reused or sent to landfill for disposal.
5. Name and location of accepting facility.
6. Destination

b. Copies of all receipts, manifests, weight tickets, and other documentation that identify all materials recycled, salvaged, land-filled or incinerated.

PART 2 - PRODUCTS

Not used

PART 3 – EXECUTION

3.1 GENERAL

A. Implement the Waste Management Plan as approved by the City of Austin Project Manager. Provide handling, containers, storage, signage, transportation, and other items as required to implement Waste Management Plan during the entire duration of the Contract.

B. Satisfy the requirements outlined in Subsection 1.5, Waste Management Goals.

3.2 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Plan Coordinator: Designate an on-site party (or parties) responsible for instructing workers, overseeing implementation and documenting results of the Waste Management Plan for the Project.

B. Plan Distribution: Provide copies of the Waste Management Plan to the Contractor's superintendent, each Subcontractor, the Owner, and the Engineer.

C. Meetings: Include Construction Waste Management in progress meetings to maintain the Plan for achieving the owners waste management goals:

D. Carefully order materials to avoid over supply.

E. Protect materials from contamination during handling, storage and transport to meet the requirements of the accepting facilities.

F. The Contractor shall assign and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, return and disposal. This area shall be kept neat and clean and clearly marked in order to avoid contamination of materials.

3.3 RECYCLING REQUIREMENTS

A. Materials: In general, the following types of construction waste materials generated during the course of this project that are not salvaged shall be recycled:

a. Asphalt concrete pavement.

b. Concrete materials.

c. Metals, including the following.

i. Banding straps.
ii. Reinforcing steel.
iii. Iron.
iv. Brass and bronze.
v. Lead.
vi. Extruded aluminum.
vii. Aluminum sheet.
viii. Stainless steel sheet.
ix. Steel studs.
x. Copper pipe.
xi. Steel pipe.
xii. Galvanized steel pipe.

d. Clean dimensional lumber.

e. Wood crates and pallets.

f. Glass and glass containers.

g. Plastics.

h. Plumbing fixtures.

i. Electrical conduit.

j. Electrical wiring.

k. Cardboard, paper, and packaging.

l. Beverage containers.

B. Methods: The following recycling methods, or a combination of, may be used.

1. On-site separation: Each material to be recycled shall be separated at the Project site and delivered to the recycling markets or directly from the Project site.

   a. If on-site separation method is used, designate a specific area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return.

   b. Maintain recycling and waste bin areas neat and clean and clearly marked, both in Spanish and in English, in order to avoid co-mingling of materials.

   c. Protect materials from contamination.

2. Off-site separation: Materials to be recycled are delivered unsorted from the Project site to a materials recovery facility or transfer station where recyclable materials are separated from other waste.

   a. Contractor shall verify that the entity responsible for the off-site separation has a market for all materials required to be recycled from the Project site.

   b. The same Submittals procedures shall apply.

c. Protect materials from contamination.

3.4 REUSE

A. Contractor is encouraged to reuse as many demolished and waste materials as possible.

B. Reuse of waste materials includes the following:

a. Salvaging materials scheduled for disposal.

b. Off-Site storage of waste materials for future reuse by Contractor on other projects.

c. Returning unused and reusable materials, packaging and pallets, to vendor.

e. Assemble designated reuse items in a single location safe from damage, for review and approval by the owner's representative.

3.5 SALVAGE

A. Salvage materials as identified on the Engineering Plans.

B. Salvage Guidelines:

1. The contractor shall salvage as many items as deemed economically possible, considering reduction of land filling fees and possible use by others.
2. Assemble potentially salvageable items in one area and donate or sell to the public after review by the City of Austin Project Manager.
3. All proceeds from the sale of salvaged items shall go to the contractor.

Appendix A. Sample Construction Waste Management Plan

Construction Waste Management Plan

Project:
Contractor:
Date:
Contact:
Phone:
Prepared by:

Diversion Goal: Recycle, reuse and/or salvage at least 50% *(by weight or volume) of land-clearing and construction waste*

I. Coordination and Training

a. Name of Contractor's representative responsible for CWM implementation & coordination.

b. Describe method(s) of waste recycling management – on-site and/or off-site.

c. Describe how Contractor's staff and subcontractors will be informed regarding proper recycling and separation procedures

d. Describe and/or show on an attached site map where the temporary waste material storage area(s) will be located, and how will contamination of separated waste materials will be prevented?

II. Waste Minimization

a. What waste minimization techniques will be employed during the construction phase?

_____
_____
_____
_____

b. Which employees and / or subcontractors will be involved with each technique?

_____
_____
_____
_____

III. Construction Waste Analysis (including site / land-clearing materials, as applicable)

a. ***Diverted Materials***: For each material anticipated to be reused or recycled (diverted from the landfill) to meet the minimum 50% diversion goal, provide information to complete the table below. (Note: Whenever possible, attempt to use or donate construction waste materials rather than recycling.)

Material or Item	Storage Method (roll-off, bin, area, on pallet, etc.)	Quantity estimate (no., linear ft., square ft., etc.)	Proposed Recipient

Add rows (or paper pages) as required

b. ***Landfill***: For construction phase trash and materials / items that will not be diverted, complete the following table:

Quantity estimate (weight or volume)	Number and size of roll offs anticipated	Proposed landfill site

Appendix B. Summary of Solid Waste Disposal and Diversion

Project name _____ Project Number _____

Contractor Name _____ License Number_____

Contractor Address_____

Solid Waste Material	**Recycled, Reused, salvaged or disposed**	**Date Material Disposed** or diverted	**Amount Disposed/ Diverted** (Ton or cubic yd.)	**Municipal Solid Waste Facility** (Name, address, Phone)	**Recycling/Reuse Facility** Name Address Phone	**Comment** (If disposed state why not diverted)
Vegetation						
Soil						
Trench spoils						
Rock						
Asphalt						
Concrete						
Metal						
Wood						
Debris						
Glass						
Trash						
Other						

Signature _____ Date _____

Page / of / total pages

PART 1 - GENERAL

1.1 Related Documents:

Drawings and general provisions of Contract, including General Conditions, Section 00700, and Supplemental General Conditions, Section 00810, and Division 1 requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 General

CONTRACTOR shall maintain reasonable local vehicular and pedestrian dust free traffic, including use of driveways, to proceed safely with minimum inconvenience, except during actual construction operations. CONTRACTOR provided flaggers shall assist traffic when a street is operating under a single lane. Two-way traffic shall be maintained at all other times unless otherwise authorized by Owner.

CONTRACTOR shall provide, at the work zone location during temporary traffic control installation, a designated Competent Traffic Control Person to ensure compliance with the traffic control plans and the provisions of the Contract. Training Certificates for the designated Competent Person shall be provided with submittals at the Precon. Training certificates for competent persons shall be good for four (4) years from the date of training. After such time the competent person must show that additional training or re-certification has been completed to maintain competent person status.

CONTRACTOR shall maintain a smooth and safe ride for traffic by placing steel plates with Asphaltic concrete berms, temporary fill or bridging and temporary surfacing with cold or hot-mix Asphaltic concrete paving in accordance with applicable City Standards.

Sidewalks shall not be obstructed, except by special permission of Owner or E/A. Access to private dwelling and to commercial establishments shall be provided at all times.

CONTRACTOR shall plan and execute his operations in a manner that will cause a minimum interference with traffic. The CONTRACTOR shall place and maintain in good condition, standard barricades at each end of the Project and at other locations where traffic is rerouted or blocked from using regular traffic lanes. Barricades and warning signs shall be in accordance with Texas Manual on Uniform Traffic Control Devices (MUTCD) and the City of Austin Transportation Criteria Manual.

Signs, barricades and warning devices informing public of construction features shall be placed and maintained by the CONTRACTOR who shall be solely responsible for their maintenance.

Unless otherwise specified elsewhere in Division 1, neither explosives nor blasting shall be permitted on this Project.

3.2 Traffic Control

3.2.1 It shall be the sole responsibility of the CONTRACTOR to furnish, install, maintain and remove barricades, detour signs, warning signs, lights and all regulatory traffic control devices of the size and type specified, at locations indicated, or as directed or approved by the OWNER in accordance with the Texas Manual on Uniform Traffic Control Devices, (MUTCD), Part VI, Traffic Control for Street and Highway Construction and Maintenance Operations and the City of Austin Transportation Criteria Manual. Upon phase completion, the Contractor shall immediately revise the

temporary traffic devices to reflect the next phase or if the project is complete remove them from the public right of way.

3.2.2 Throughout the life of the Contract, all existing roads and Traffic Control devices included in the Work shall be maintained by the CONTRACTOR to a condition, in the opinion of the OWNER, which is equal to or better than that which existed when Work commenced. Maintenance of existing roads and devices shall take priority over all other Work items and shall be subject to a seven-day-a-week, 24-hours-per-day time frame. The CONTRACTOR shall provide a smooth and safe riding surface for all vehicles along the route of this Project. This could include, but not be limited to, small cars, motorcycles, mopeds and bicycles. If the condition of the street surface deteriorates, for any reason, CONTRACTOR shall take necessary steps to insure immediate restoration.

3.2.3 During construction of streets, drainage, and utility projects, if conditions of existing street surface require maintenance to upgrade from their state when the Work began, a separate pay item may be included in Bid. Otherwise, maintenance work will not be paid for directly but will be considered subsidiary to various Bid items of this Contract.

3.2.4 In the event that CONTRACTOR fails, in opinion of OWNER, to maintain a smooth surface for public comfort, fails to provide ingress and egress to private property, and/or does not provide and maintain proper traffic control devices, OWNER may provide these services and deduct any cost thereof, including overtime and administrative expenses, from all estimates thereafter due the CONTRACTOR. Such action by the OWNER shall not relieve the CONTRACTOR of his liability to protect the public at construction site. Owner may also assess an investigation fee, as established by separate Fee Ordinance, for violations resulting in more than one deficiency report issued to Contractor.

3.2.5 A permit must be obtained from Texas Department of Transportation (TxDOT), prior to Work being performed on state highway routes passing through the City.

3.2.6 CONTRACTOR shall notify the Owner's Representative, Police Department, Fire Department, EMS, and Right of Way Management Division at least seven Calendar Days in advance of beginning proposed Work, with intention to close or partially block any street or any part thereof, or of any construction affecting free flow of traffic. The CONTRACTOR shall plan and adequately provide barricades and warning devices. The same parties shall be notified when normal traffic flow is restored.

3.2.7 Should the CONTRACTOR, in his operations, reduce an existing two-way roadway to less than 20 feet in width, CONTRACTOR shall provide a route through or around the narrowed area as approved by Owner or E/A.

3.2.8 The CONTRACTOR's Flaggers shall be required any time it is necessary for the CONTRACTOR's equipment to move into or across an open traffic lane, or at other such times as directed by the Owner's Representative. A flagger shall be utilized to aid exit of hauling equipment from open traffic lanes to the Work area, and entry of hauling equipment from Work area to open traffic lanes. Flaggers shall be dressed and conduct operations in accordance with Texas Manual on Uniform Traffic Control Devices and the Transportation Criteria Manual. Flagging operations shall be the sole responsibility of the CONTRACTOR.

3.2.9 The CONTRACTOR and Subcontractors shall confine their activities to the immediate area of the construction site and provide the following:

a. Appropriate temporary fences, barricades, and/or Metal Beam Guard Fence if required, for site work involving excavation, utility extensions, remote construction work or other circumstances involving safety of public or protection of the work in progress.

b. Warning lights at open trenches, excavations, etc., during hours from dusk to dawn each day. Protection of structures, utilities, sidewalks, pavements, and other facilities immediately adjacent to excavations, from damages caused by settlement, lateral movement, undermining, washout and other hazards.

3.3 Spoil Disposal

CONTRACTOR may make other arrangements for spoil disposal subject to E/A evaluation of the CONTRACTOR-supplied proof that the Owner(s) of the proposed site(s) has a valid fill permit issued by the appropriate governmental agency. Finally, the CONTRACTOR shall submit a haul route plan including a map of the proposed route(s) for the E/A and Owner's approval.

3.4 Restoration

WATER AND WASTEWATER CONSTRUCTION REQUIREMENTS

3.4.1 In order to minimize environmental and potential flood impacts, the sum of the amount of trench opened in advance of the completed line and the amount of trench left unfilled at any time shall be restricted to one (1) full block or 300 linear feet, whichever is less.

3.4.2 Restoration shall be an on-going process during construction operations and shall immediately precede completion of construction of each successive section of the line, which shall not exceed 1,200 linear feet without approval of the E/A.

3.5 Street Markers and Traffic Control Signs

It shall be responsibility of the CONTRACTOR to remove, preserve and reset, as required, Street Marker and Traffic Control Signs that are within construction limits to the line and heights as described in Texas Manual on Uniform Traffic Control Devices before any sidewalks or street excavation is begun. Signs shall not be laid on the ground. No payment will be made for this work but shall be considered subsidiary to the various Bid items. Traffic Sign Activity Section of the Transportation Department (457-4850) shall be notified a minimum of five Working Days prior to completion of the Project so that signs may be checked for damage. Any damage to signs or posts shall be paid for by the CONTRACTOR.

3.6 Burning Permit

Open burning within City limits will not be allowed. Trench burning shall require a permit from the Fire Marshal. Burning permits outside City limits shall be obtained from the appropriate authority.

The CONTRACTOR shall secure and pay for all burning permits.

3.7 Driveways

Unless otherwise indicated, the approach grade of existing driveways shall be modified as indicated and as directed by the Owner's Representative. The OWNER will contact property owners whose driveways require grade modification beyond street right-of-way and the OWNER will obtain their concurrence for approach grade modification. Within the right-of-way, all driveways shall be replaced with concrete driveways. Outside the right-of-way, when approach grade modifications are required, flexible base shall be placed by the CONTRACTOR to resurface existing dirt or gravel driveways; asphalt and concrete drives shall be replaced in kind by the CONTRACTOR. Excavation, Flexible Base, Portland Cement Concrete and Asphaltic Concrete, used for driveways as prescribed above shall not be measured for payment but shall be considered subsidiary to various Bid items in the Contract unless payment is included as a separate Contract pay item.

3.8 Removal or Relocation of Fences and Sprinkler Systems

Removal or relocation of privately owned fences and sprinkler systems not specified in Bid, and within public right-of-way is the primary responsibility of the property owner. OWNER

will cause property owners to be aware of any known conflicts and encourage them to make desired adjustments in advance of construction. In the event the property owner does not, or will not, make adjustments necessary for construction of improvements to be made under this Contract, CONTRACTOR, after receiving written approval from the OWNER, shall remove those portions that interfere with the Work, as follows:

3.8.1 Fences shall be disassembled, by hand, into hand manageable sizes and placed on the private property.

3.8.2 For sprinkler systems, the CONTRACTOR, after assuring that electrical and/or mechanical controls are disconnected, shall remove sprinkler heads, valves, controls, and any other miscellaneous items, including distribution pipe, or wire, saw cut from the system. The CONTRACTOR shall present these materials to the property owner. Where piping is cut, the pipe shall be permanently capped or plugged, unless otherwise directed by the OWNER.

Work for removal or relocation of fences and sprinkler systems shall not be paid for directly but shall be subsidiary to the various Bid items.

End

ARTICLE 1 - GENERAL

1.1 RELATED DOCUMENTS

The following documents are a part of this section:

All documents in Bidding Requirements, Contract Forms and Conditions of the Contract.

Other sections of Division 1 - General Requirements apply to this section.

1.2 DESCRIPTION AND INTENT OF THE WORK

No asbestos containing material (ACM) shall be brought onto the Project site, and/or incorporated into the Project construction without the written consent of the OWNER. Any asbestos containing material found at any time including after contract completion, to have been brought onto the site or incorporated into the Project construction by the CONTRACTOR, or any Subcontractors, Sub-Subcontractors or Suppliers, shall be removed and disposed of in accordance with the then current governmental regulatory standards.

All costs associated with the inspection, sampling, testing, removal and disposal of ACM as described above shall be paid by the CONTRACTOR.

1.3 DEFINITIONS

ASBESTOS: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite) cummingtonite-grunerite (amosite), anthophyllite, actinolite and tremolite.

ASBESTOS CONTAINING MATERIAL (ACM): Any material containing more than one percent (1%) by weight of asbestos of any type or mixture of types.

ASBESTOS CONTAINING BUILDING MATERIAL (ACBM): Any material used in the construction of, or incorporated into the construction of, any building that contains more than one percent (1%) by weight of asbestos of any type or mixture of types.

MSDS: A material safety data sheet (MSDS) is a form containing data regarding the properties of component substances that comprise a manufactured product. They are a basic hazard communication tool that gives details on chemical and physical dangers, safety procedures, and emergency responses for chemicals.

1.4 QUALITY ASSURANCE

PROHIBITION OF ASBESTOS CONTAINING MATERIALS

The E/A has been instructed to not permit any asbestos containing materials to be specified, requested or approved for use in conjunction with this Project.

The E/A has signed the following:

A. 01900A Statement of Non-Inclusion of Asbestos Containing Material (E/A, Prior to Design): stating that the Engineer/Architect shall not specify, request or approve any ACM in this Project without prior written approval of OWNER.

B. 01900B Statement of Non-Inclusion of Asbestos Containing Material (E/A, After Design): stating that the Engineer/Architect has not specified, requested or approved any ACM in this Project without the prior written approval of the OWNER, and that any ACM allowed in this Project is identified in the Statements.

These Statements are included in the Construction Documents.

ASBESTOS CONTAINING MATERIALS PROHIBITED FROM SITE

No asbestos containing materials will be permitted as part of the Project construction. The following list is intended to be used as a general guide to show which types of materials are suspected to contain asbestos:

- Cement Pipes
- Cement Wallboard
- Cement Siding
- Asphalt Floor Tile
- Vinyl Floor Tile
- Vinyl Sheet Flooring/vinyl wall coverings
- Flooring Backing
- Construction Mastics (floor tile, carpet, ceiling tile, etc.)
- Acoustical Plaster
- Decorative Plaster / stucco
- Textured Paintings/Coatings
- Ceiling Tiles and Lay-in Panels
- Spray-Applied Insulation
- Blown-in Insulation
- Fireproofing Materials
- Taping Compounds (thermal)
- Packing Materials (for wall/floor penetrations)
- High Temperature Gaskets
- Laboratory Gloves
- Fire Blankets
- Fire Curtains
- Elevator Equipment Panels
- Elevator Brake Shoes
- HVAC Duct Insulation
- Boiler Insulation
- Breeching Insulation
- Ductwork Flexible Fabric Connections
- Cooling Towers
- Pipe Insulation (corrugated air-cell, block, etc.)
- Heating and Electrical Ducts
- Electrical Panel Partitions
- Electric Cloth
- Electric Wiring Insulation
- Chalkboards
- Roofing Shingles / tiles / membranes
- Roofing Felt
- Roof Coatings
- Base Flashing
- Thermal Paper Products
- Fire Doors
- Caulking/Putties
- Adhesives / mastics
- Wallboard
- Joint Compounds
- Spackling Compounds
- Laboratory hoods/tabletops
- CMU block fill materials

If any of these suspect materials are specified for use on the Project, and if they do not have specific labelling identifying them as asbestos free, then the CONTRACTOR shall notify the OWNER immediately. Laboratory analysis of the material by an OWNER-approved laboratory shall be performed at CONTRACTOR's expense in order to warrant that the material does not contain asbestos. A copy of the package labelling or results of laboratory testing must be provided to the OWNER prior to inclusion of the specified material during construction. Contractor's construction submittals must include MSDSs for all new materials used in construction of buildings, facilties and infrastructure.

1.5 SUBMITTALS

NON-USE OF ASBESTOS AFFIDAVITS

At the time that the CONTRACTOR signs the Agreement, they shall sign a Non-Use of Asbestos Affidavit (Contractor Prior to Construction), Contract Document 00680. This Affidavit certifies that the CONTRACTOR agrees that they will not allow any asbestos containing materials to be incorporated into the construction of the Project or allow any asbestos containing building materials on the site for which the OWNER has not given prior written approval.

Prior to final payment, the CONTRACTOR will provide to the OWNER a Non-Use of Asbestos Affidavit (Contractor After Construction), Contract Document 00681. This Affidavit certifies that the CONTRACTOR did not allow asbestos containing materials to be incorporated into the construction or allowed any asbestos containing building materials on the site for which the OWNER of the Project did not give prior written approval.

ASBESTOS CONTAINING MATERIALS: When any asbestos containing materials are used on the Project, provide the following information:

A detailed description of the material containing the asbestos.

The type and percent of asbestos contained in the material.

The quantity of the materials used, including the square footage, or in the case of pipe insulation, the size and linear footage.

A drawing showing the exact location of any asbestos containing materials.

Final payment shall be withheld until the above described Affidavits, submittals and/or information are received and approved.

END

CITY OF AUSTIN

STATEMENT OF NON-INCLUSION OF ASBESTOS CONTAINING MATERIAL

STATE OF TEXAS
COUNTY OF TRAVIS

ENGINEER/ARCHITECT PRIOR TO DESIGN

"My name is Mary Franzosa, hereinafter known as Authorized Representative.

"I am over the age of 18 years and I have never been convicted of a crime. I am the Architect of Dalton Lane Site Utilities and Service Center Improvements hereinafter known as ENGINEER/ARCHITECT.

"I am fully competent to make this statement. I have personal knowledge of the facts set forth below and they are all true and correct.

"WHEREAS ENGINEER/ARCHITECT has been selected to provide designs, to prepare the bid and construction documents, and to assist the City of Austin, Texas, hereinafter known as OWNER, during the construction of Dalton Lane Site Utilities and Service Center Improvements, located at 901 DALTON LANE; TX 78742, Austin, Texas, hereinafter known as Project, and

"WHEREAS asbestos in a dust form is a recognized health hazard, and
"WHEREAS the OWNER desires not to have any asbestos containing materials used or incorporated into the construction of the Project;
"THEREFORE the ENGINEER/ARCHITECT affirms that to the best of its knowledge and belief:

1. The ENGINEER/ARCHITECT, any person, firm or organization representing or represented by the ENGINEER/ARCHITECT, shall not knowingly specify, request, or approve for use in conjunction with the Project, any asbestos containing materials or any other materials defined as containing asbestos by any laws, rules or regulations promulgated by the United States Government, the State of Texas or any governmental organization or agency operating under the authority of either of those entities.
2. Realizing that there might be materials required in which a satisfactory non-asbestos containing material cannot be obtained, the ENGINEER/ARCHITECT will do the following before specifying any asbestos containing material:
   A. Inform the OWNER's Project Manager for this Project, in writing, of any intent to specify asbestos containing materials.
   B. Receive written approval from the City of Austin Project Manager for the specifying of any asbestos containing materials.
   C. At the completion of the design phase, and before the OWNER receives any bids for this Project, provide to the Project Manager, in writing, the proposed location of any asbestos containing materials, the type of asbestos they contain, and the percent of asbestos by types.
3. The ENGINEER/ARCHITECT states its understanding that if any asbestos containing materials not approved by the OWNER for inclusion into the Project, are determined, as a result of any inspection and sample analysis performed by an individual(s) and/or firm(s) certified and/or licensed to perform such inspection by the United States Government and/or the State of Texas, to have been knowingly specified, requested and/or approved by the ENGINEER/ARCHITECT for inclusion in the Project, the OWNER shall look to the ENGINEER/ARCHITECT for reimbursement of any and all costs incurred in the removal and/or other abatement of said asbestos containing materials.
4. ENGINEER/ARCHITECT further understands that OWNER shall also look to the ENGINEER/ARCHITECT for any and all damages to OWNER which result from the inability of the OWNER to use any portion or all of the Project due to the incorporation of asbestos containing materials that have been knowingly specified, requested and/or approved by the ENGINEER/ARCHITECT.
5. ENGINEER/ARCHITECT further understands that OWNER will pursue reimbursement of any said cost and compensation for any said damages from the ENGINEER/ARCHITECT by any and every means within OWNER's right and power.

Signature of Authorized Representative: M. F.

STATE OF TEXAS
COUNTY OF TRAVIS

ON March 4, 2022 personally appeared Mary Franzosa and been duly sworn by me, subscribed to the foregoing statement and has stated that the facts stated therein are true and correct.

MADGIE HOLLINGSHEAD
My Notary ID # 126329089
Expires December 22, 2023

Notary Public, State of Texas Madgie Hollingshead

Printed Name of Notary MADGIE HOLLINGSHEAD

My Commission Expires: Dec 22, 2023

01605A.00/110392

CITY OF AUSTIN

STATEMENT OF NON-INCLUSION OF ASBESTOS CONTAINING MATERIAL

ENGINEER/ARCHITECT AFTER DESIGN

STATE OF TEXAS
COUNTY OF TRAVIS

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"WHEREAS asbestos in a dust form is a recognized health hazard, and
"WHEREAS the OWNER desires not to have any asbestos containing materials used or incorporated into the construction of the Project;
"THEREFORE the ENGINEER/ARCHITECT affirms that to the best of its knowledge and belief:

1. The ENGINEER/ARCHITECT, any person, firm or organization representing or represented by the ENGINEER/ARCHITECT, shall not knowingly specify, request, or approve for use in conjunction with the Project, any asbestos containing materials or any other materials defined as containing asbestos by any laws, rules or regulations promulgated by the United States Government, the State of Texas or any governmental organization or agency operating under the authority of either of those entities.
2. The only exceptions to the above statement are the following materials that are required because a satisfactory non-asbestos containing material cannot be obtained. The inclusion of these materials has been approved by the OWNER's Project Manager for this Project.

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   _____

   _____

3. The ENGINEER/ARCHITECT states its understanding that if any asbestos containing materials not approved by the OWNER for inclusion into the Project, are determined, as a result of any inspection and sample analysis performed by an individual(s) and/or firm(s) certified and/or licensed to perform such inspection by the United States Government and/or the State of Texas, to have been knowingly specified, requested and/or approved by the ENGINEER/ARCHITECT for inclusion in the Project, the OWNER shall look to the ENGINEER/ARCHITECT for reimbursement of any and all costs incurred in the removal and/or other abatement of said asbestos containing materials.
4. ENGINEER/ARCHITECT further understands that OWNER shall also look to the ENGINEER/ARCHITECT for any and all damages to OWNER which result from the inability of the OWNER to use any portion or all of the Project due to the incorporation of asbestos containing materials that have been knowingly specified, requested and/or approved by the ENGINEER/ARCHITECT.
5. ENGINEER/ARCHITECT further understands that OWNER will pursue reimbursement of any said cost and compensation for any said damages from the ENGINEER/ARCHITECT by any and every means within OWNER's right and power.

Signature of Authorized Representative: [signature]

STATE OF TEXAS
COUNTY OF TRAVIS

ON March 4, 2022 personally appeared Mary Franzosa and been duly sworn by me, subscribed to the foregoing statement and has stated that the facts stated therein are true and correct.

MADGIE HOLLINGSHEAD
My Notary ID # 126329089
Expires December 22, 2023

Notary Public, State of Texas Madgie Hollingshead
Printed Name of Notary Madgie Hollingshead
My Commission Expires: Dec 22, 2023

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