CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT

PROJECT MANUAL
Contract Documents and Technical Specifications

VOLUME 1 of 2

Northwest Area Lift Station Improvements: Spring Lake #2

C.I.P. PROJECT NUMBER: 3168.086
CLMC SOLICITATION NUMBER: CLMC848

CITY OF AUSTIN
Public Works Department
PO Box 1088
Austin, TX 78767

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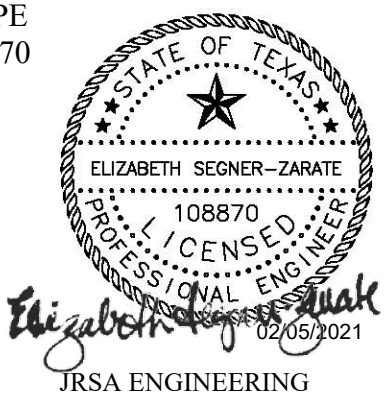
FEBRUARY 5, 2021

CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT
NORTHWEST AREA LIFT STATION IMPROVEMENTS:
SPRING LAKE #2

C.I.P. PROJECT NUMBER: 3168.086

SEALS AND CERTIFICATIONS

Christopher M. Leal, PE License No.: TX PE-97373 STATE OF TEXAS CHRISTOPHER M. LEAL 97373 LICENSED PROFESSIONAL ENGINEER 02/05/2021	The seal and signature to the left applies to the following Specifications Divisions and Sections of this Project Manual: Division 1
Frank Lam, PE License No.: TX PE-51594 Frank Lam & Assoc., Inc. F-2545 STATE OF TEXAS FRANK SUNG LAM 51594 LICENSED PROFESSIONAL ENGINEER 2-5-2021	The seal and signature to the left applies to the following Specifications Divisions and Sections of this Project Manual: Sections SS03013, SS08310, SS08311
Christopher Callahan, PE License No.: TX PE-135880 STATE OF TEXAS CHRISTOPHER CALLAHAN 135880 LICENSED PROFESSIONAL ENGINEER 02/05/2021 FREESE AND NICHOLS, INC. TEXAS REGISTERED ENGINEERING FIRM F-2144	The seal and signature to the left applies to the following Specifications Divisions and Sections of this Project Manual: Sections SP510, SS15100, SS90600

Elizabeth Segner-Zarate, PE License No.: TX PE-108870  JRSA ENGINEERING TX ENG. FIRM# F-3997	The seal and signature to the left applies to the following Specifications Divisions and Sections of this Project Manual: Divisions 13 and 16

It is a violation applicable laws and regulations governing professional licensing and registration for any person, unless acting under the direction of the licensed and registered design professional(s) indicated above, to alter in any way the Specifications in this Project Manual.

+ + END OF SEALS AND CERTIFICATIONS + +

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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:	Northwest Area Lift Station Improvements: Spring Lake #2
Located at:	9000 Spring Lake Drive, Austin, TX
CIP ID No.:	3168.086
Solicitation No.:	CLMC848

The Work consists of the following:

a. Replacement of the existing 6-inch drain valve and actuator with an eccentric plug valve and spur gear electric actuator;

b. Replacement of the existing 12-inch flow control valves and actuators with eccentric plug valves and spur gear electric actuators;

c. Replacement of the existing repair couplings on the downstream side of the flow control valves with restrained flexible couplings;

d. Replacement of the existing pressure transmitters in the wet weather force main and connect to the force main through stainless steel taps;

e. Replacement of PLC and I/O cards changed out. All logic to be programmed in the PLC.

f. Update and revise the drain valve control logic to begin 24 hours after either pump 3 or 4 has finished running and all pumps off water level has been reached instead of initiating drain valve operation each time all pumps in the lift station turn off;

g. Installation of communication infrastructure at the Balcones WWTP to allow additional automated and operator control of the dry weather pumps at the Spring Lake Lift Station #2;

h. Hardwire the Dry Weather Pumps to shut down when high level is detected at the Balcones WWTP Influent Lift Station;

i. Saw cutting the 6-feet x 6-feet wet well hatch opening and coat all exposed rebar with epoxy paint;

j. Installation of double leaf hatch doors made of aluminum and stainless-steel frame, rated for HS-20 loading with safety grating.

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 bid will be returned unopened)	**Address for Hand Delivery, FedEx, UPS or Courier**
City of Austin	City of Austin, One Texas Center
Capital Contracting Office	Capital Contracting Office
P. O. Box 1088	505 Barton Springs Road, Suite 1045-C
Austin, Texas 78767-8845	Austin, Texas 78704

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 THURSDAY, APRIL 29, 2021. BIDS WILL BE OPENED AT (Austin time) 3:00 PM on THURSDAY, APRIL 29, 2021.

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 Bid 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 two hundred seventy (270) Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300.

Final completion shall be achieved within fourteen (14) Calendar Days after substantial completion.

Liquidated damages are Three Hundred Ninety ($390) per Calendar Day for failure to substantially complete the work and are Two Hundred Ninety ($290) per Calendar Day for failure to achieve final completion within fourteen (14) 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 April 7, 2021 at 10:00 a.m. (Austin time), via webinar and teleconference. Bidders may participate in the virtual pre-bid conference by clicking this link: Pre-bid Presentation Click Here

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:
Cara Wilson, **PE**, phone: 512-974-5653, email: cara.wilson@austintexas.gov

CAPITAL CONTRACTING OFFICE CONTACT:
Ivan Quinones, phone: 512-974-7207, email: ivan.quinones@austintexas.gov

SMALL & MINORITY BUSINESS RESOURCES DEPARTMENT CONTACT:
Cassidy Villegan, phone: 512-974-9113, email: cassidy.villegan@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 Bid 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 an 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 78767-1088

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:
City of Austin
Capital Contracting Office
ATTN: Capital Contracting Officer
One Texas Center
505 Barton Springs Rd.
Suite 1045-A
Austin, Texas 78704
PHONE: 512/974-7141

Address for US Mail:
City of Austin
Capital Contracting Office
ATTN: Capital Contracting Officer
P.O. Box 1088
Austin, Texas 78767-1088

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 DATA
Section 00220

1. OVERVIEW

Depending on Project requirements, OWNER may have obtained geotechnical information, which may include laboratory test results and logs of borings from geotechnical consultants. That information will be included in this section and/or on the Drawings. The CONTRACTOR shall be familiar with the subsurface materials and conditions on the Project and shall be knowledgeable of how they will affect the Work. The following is a partial listing of sources of information available to the CONTRACTOR about subsurface materials and conditions: the geotechnical information provided by the OWNER; geologic maps, publications and reports available from the University of Texas Bureau of Economic Geology at the J.J. Pickle Research Center in Austin, Texas; subcontractors familiar with local ground conditions; and, local consulting geologists and geotechnical engineers. The CONTRACTOR may make their own subsurface investigations.

END

SPRING 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.:	CLMC848
Project:	Northwest Area Lift Station Improvements: Spring Lake #2
CIP ID No.:	3168.086

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	.....	**$**

- 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.

Notes:

1. 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.

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 two hundred and seventy (270) Calendar Days.

If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within fourteen (14) 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 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 Three Hundred Ninety dollars ($390) 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 Two Hundred Ninety dollars ($290) 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 if Bid is submitted electronically via Austin Finance Online

_____ Bid Guaranty

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

_____
Bidder

_____
Email for Secretary

_____
Authorized Signature/Print Name

(Seal)

_____
Title

_____
Date

_____

_____
Address

_____
Telephone Number / FAX Number

_____
Email for Person Signing Bid

_____
Email for Bidder's Primary Contact Person

END

STATEMENT OF BIDDERS EXPERIENCE

Section 00400

Project Name:	Northwest Area Lift Station Improvements: Spring Lake #2
Name of Bidder:	
Solicitation Number:	CLMC848
CIP ID Number:	3168.086

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:	CLMC848
CIP ID Number:	3168.086

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:	CLMC848
CIP ID Number:	3168.086

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:	CLMC848
CIP ID Number:	3168.086

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 hydraulically actuated valving and appurtenances at lift stations
ITEM 2. Furnish and/or installation of electrical and instrumentation system for lift stations
ITEM 3. Furnish and/or installation of access hatches

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:	CLMC848
CIP ID Number:	3168.086

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?** (Yes / No)	**AVAILABLE / RELEASE DATE**

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:	CLMC848
CIP ID Number:	3168.086

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 (list)			
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:	CLMC848
CIP ID Number:	3168.086

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:	CLMC848
CIP ID Number:	3168.086

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:	CLMC848
CIP ID Number:	3168.086

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

MBE / WBE NO GOALS FORM
Section 00450

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

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder is required to comply with the City's MBE/WBE Procurement Program should they self identify areas of subcontracting opportunity. This form must be complied with, completed, and signed or the Bidder may be deemed non-compliant.

Specifically, if any service is needed to perform the Contract and the Bidder does not perform the service with its own workforce or if supplies or materials are required and the Bidder does not have the supplies or materials in its inventory, the Bidder shall contact the Department of Small and Minority Business Resources (SMBR) at (512) 974-7600 to obtain a list of City-certified MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder must also make a Good Faith Effort to use available City-certified MBE and WBE firms. Good Faith Efforts, as defined by the City Code, Chapter 2-9 (A-D)-21, include, but are not limited to, contacting the listed MBE and WBE firms to solicit their interest in performing on the project; using City-certified MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts. Post-submission and award, Bidder is also subject to the applicable provisions of the City's MBE/WBE Procurement Program at City Code, Chapter 2-9.

Will subcontractors or subconsultants or suppliers be used to perform portions of this contract?

- ❒ **No - If no, please sign the No Goals Form and submit it with your Bid / proposal in a sealed envelope.**
- ❒ **Yes - If yes, please contact SMBR to obtain further instructions and an availability list, and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid / proposal in a sealed envelope.**

After contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my contract with the City of Austin.

_____
Company Name

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature Date

MBE/WBE NO GOALS UTILIZATION PLAN
Section 00450

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

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature **Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	
Reason why MBE/WBE not used	

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	
Reason why MBE/WBE not used	

For Department of Small and Minority Business Resources Use Only:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with Section 00450 of the Solicitation Documents.
Reviewing Counselor _____ **Date** ____ **Director/Deputy Director** _____**Date** ____

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:
Northwest Area Lift Station Improvements: Spring Lake #2
_____
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 two hundred seventy (270) ~~<Working>~~ <Calendar> Days. <If a Substantial Completion date has been specified, the CONTRACTOR further agrees to reach Final Completion within <Fourteen> (<14>) ~~<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. 3168.086

Project Name Northwest Area Lift Station Improvements: Spring Lake #2

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. 3168.086

Project Name: Northwest Area Lift Station Improvements: Spring Lake #2

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_____

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

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: Northwest Area Lift Station Improvements: Spring Lake #2

C.I.P. No.: 3168.086

Project Location: 9000 Spring Lake Dr., Austin, TX 78750

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	
Elaine Hart Elaine Hart	Chief Financial Officer	2/6/2020

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

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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
Juneteenth	June 19
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. 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.

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: *Christopher M. Leal, P.E.*
K Friese & Associates, Inc.

Address: *710 Hester's Crossing*
Suite 120
Round Rock, TX 78681

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, subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. At a minimum, the schedule of values shall be broken out by trade and split between materials and labor. Prices will include an appropriate amount of overhead and profit applicable to each item of Work;

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 Builders' Risk Insurance. CONTRACTOR shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by OWNER. OWNER shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

5.3.1.6 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.

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.

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

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: TX20200007 01/01/2021 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

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

The Work of this Contract includes sustainability requirements as shown in the Division 1 Sections 01352 and/or 01505 and all other applicable specification sections. It is the intent of the Owner to work in partnership with the Contractor in implementing sustainable construction practices to the greatest extent possible.

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

1.21 Scope of Work

A. This section describes the Project in general and provides an overview of the extent of the Work to be performed by the CONTRACTOR. Detailed requirements and extent of Work is stated in the applicable Specification Sections and shown on the Drawings. CONTRACTOR shall, except as otherwise specifically stated herein or in any applicable part of these Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the Work.

B. Any part or item of the Work which is reasonably implied or normally required to make the installation satisfactorily operable shall be performed by the CONTRACTOR and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the Work. It is the intent of these Specifications to provide the OWNER with the complete system. All miscellaneous appurtenances and other items of Work that are incidental to meeting the intent of the Specifications shall be considered as having been included in the applicable unit prices or lump sum prices bid for the Work even though these appurtenances and items may not be specifically called for in the Bid Documents.

C. The Work shall include furnishing all tools, labor, materials, equipment, and miscellaneous items necessary for the complete construction and improvements of Spring Lake #2 Lift station that include the following:

1. Replacement of the existing 6-inch drain valve and actuator with an eccentric plug valve and spur gear electric actuator;
2. Replacement of the existing 12-inch flow control valves and actuators with eccentric plug valves and spur gear electric actuators;
3. Replacement of the existing repair couplings on the downstream side of the flow control valves with restrained flexible couplings;
4. Replacement of the existing pressure transmitters in the wet weather force main and connect to the force main through stainless steel taps;
5. Update and revise the drain valve control logic to begin 24 hours after either pump 3 or 4 has finished running and the all pumps off water level has been reached instead of initiating drain valve operation each time all pumps in the lift station turn off;
6. Installation of communication infrastructure at the Balcones WWTP to allow additional automated and operator control of the dry weather pumps at the Spring

Lake #2 Lift Station;
7. Hardwire the Dry Weather Pumps to shut down when high level is detected at the Balcones WWTP Influent Lift Station;
8. Saw cutting the 6-feet x 6-feet wet well hatch opening and coat all exposed rebar with epoxy paint;
9. Installation of double leaf hatch doors made of aluminum and stainless-steel frame, rated for HS-20 loading with safety grating.

1.22 Location of Project

A. The Project begins at 9000 Spring Lake Drive with ancillary improvements and Balcones WWTP. The project location/route is shown on the Drawings.

1.23 Contractor's Responsibilities

A. Execute all Work, including excavation, installing pipe, backfill, miscellaneous concrete and testing. The Work of this Contract is specified in the City of Austin Standard Specifications, Special Provisions and Special Specifications listed in the Table of Contents.

B. Secure all construction-related permits, other than those provided by OWNER as described in paragraph 6.6 of Section 00810, Supplemental General Conditions, and pay for the same.

C. Arrange for the necessary temporary water and electric service and pay for these services and all water and electricity consumed during the construction Work.

D. Provide adequate temporary sanitary facilities.

1.24 Easements and Rights-Of-Way

CONTRACTOR shall confine his construction operations within the limits indicated on the Drawings, and shall use due care in placing construction tools, equipment, excavated materials, and pipeline materials and supplies so as to cause the least possible damage to property and interference with traffic. If the CONTRACTOR requires additional easement for his operations, the CONTRACTOR is solely responsible for acquisition and maintenance of the easement. No additional compensation will be provided by the OWNER.

A. Easements - Easements across private property are indicated on the Drawings. CONTRACTOR shall set stakes to mark the boundaries of construction easement across private property. The stakes shall be protected and maintained until completion of construction and cleanup.

B. Rights-of-Way - Permits for Work in rights-of-way shall be obtained by the CONTRACTOR. All Work performed and all operations of CONTRACTOR, his employees, or subcontractors, within the limits of railroad and highway rights-of-way, shall be in conformity with the requirements and be under the control (through OWNER) of the railroad or highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.

1.25 Operation of Existing Facilities

Existing water and wastewater facilities shall be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained from OWNER in advance, portions of the existing facilities may be taken out of service for short periods corresponding with periods of minimum service demands.

CONTRACTOR shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

1.26 Connections to Existing Facilities

Unless otherwise specified or indicated, CONTRACTOR shall make all necessary connections to existing facilities including structures, drain lines, and utilities. In each case, CONTRACTOR shall receive permission from OWNER or the owning utility prior to undertaking connections. CONTRACTOR shall protect facilities against deleterious substances and damage.

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials and labor shall be on hand at the time of undertaking the connection. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

1.27 Unfavorable Construction Conditions

No portion of the Work shall be constructed under conditions which adversely affect the quality or efficiency thereof, unless special means or precautions are taken by CONTRACTOR to perform the Work in a proper and satisfactory manner.

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

PART 1 – GENERAL

1.1 SUMMARY

A. This document establishes a proposed sequence of construction for Work activities and defines constraints, which are to be accommodated, and specific time restraints associated with the construction activities. CONTRACTOR shall review this proposed sequence of construction and thoroughly familiarize itself with all constraints for maintaining continuous, unimpeded operations of the lift station facilities, unless noted otherwise. CONTRACTOR shall propose a sequence of construction as part of its proposed final baseline progress schedule incorporating these constraints and secure concurrence of OWNER prior to starting any work on the areas addressed by this sequence of construction. Should the CONTRACTOR decide to adopt this proposed sequence of construction as its proposed sequence of construction, CONTRACTOR does so with the understanding that this in no way relieves the CONTRACTOR from its obligations for preparation of a workable sequence of construction and assuming full responsibility for same.

B. This sequence of construction only mentions components of Work that are sequence-sensitive, not all portions of Work required by Contract.

1.2 RELATED REQUIREMENTS

A. Related work as called for on Drawings or specified in this or other Specification Sections.

B. Work must be performed within/to operating lift station and must be scheduled and performed to have minimal impact on lift station facilities operations, and must maintain continuous, unimpeded lift station facilities operations at all times, unless noted otherwise.

C. Although it is the OWNER's intent to accommodate the needs of the CONTRACTOR, lift station facilities operational requirements take precedence over CONTRACTOR's activities. Therefore, any interruption of lift station facilities operations must be planned and coordinated with the OWNER at least two weeks prior to any required interruption and is subject to the operational requirements and constraints of the lift station facilities.

1.3 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

TEXAS ADMINISTRATIVE CODE 30 (TAC30)

CHAPTER 101, 101.4, Nuisance - Airborne Emissions.

CHAPTER 111, Paragraphs 111.131 through 111.139 - Airborne Emissions

CHAPTER 335 - Industrial Solid Waste and Municipal Hazardous Waste.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

29 CFR 1926.62 - OSHA Lead Standard for Construction

29 CFR 1910.1025 - OSHA Lead Standard for General Industry

ENVIRONMENTAL PROTECTION AGENCY (EPA)

40 CFR 260-272 EPA Hazardous Waste Regulations

1.4 DEFINITIONS

A. "Interruption of lift station facilities operations" is defined as any activity that will result in a change in the current method of facilities operation. CONTRACTOR shall request such "interruption of lift station facilities operations" from the OWNER no later than two weeks prior to such need for "interruption of lift station facilities operations" and shall confirm OWNER's approval for such interruption no less than ninety-six (96) hours in advance. OWNER may defer any planned interruption of lift station facilities operations as required to maintain unimpeded operations. An unanticipated need for "interruption of lift station facilities operations" may be accommodated at the sole discretion of the OWNER on a limited request basis only if such interruption will not adversely affect lift station facilities operations. Requests are to be submitted in accordance with paragraph 1.06.

B. The terms "open, close, start, stop, operate, verify, energize, de-energize, transfer, Switch-over, etc" when used in conjunction with the facilities that are in-service or about to be placed in-service are understood to mean: OWNER's operation and maintenance staff is to perform that operational function of OWNER's equipment unless otherwise specifically approved and authorized by OWNER for CONTRACTOR to perform the operation under the direct supervision of the OWNER's operation or maintenance staff. CONTRACTOR is to not abuse OWNER's equipment during these operations; however, it is understood that equipment failure may occur during operation. CONTRACTOR will not be held responsible, provided it was not due to CONTRACTOR's abuse or improper operations of the equipment.

1.5 SYSTEM DESCRIPTION

The CONTRACTOR shall submit a plan and schedule 2-weeks prior to beginning work on the **Wet Weather Pump System (P-103, and P-104)**. The plan will outline the work to be completed within 14 calendar days per contract requirements. In addition, the CONTRACTOR must verify the status of the following items in a meeting with Austin Water and the OWNER's Representative 1-week prior to beginning work on the wet weather pumping system:

- The Balcones WWTP Dry Weather Pump (P-101 and P-102) Controls and Radio shall be installed at both the Balcones WWTP and the Spring Lake #2 Lift Station, tested, and operational.
- The PLC and all other appurtenant control items should be installed prior to the new piping/control valves/pressure sensors on Pumps P-103 and P-104. The Pumps P-101 and P-102 will be operated from the new PLC when Pumps P-103 and P-104 are down. The hard-wired backup system will be used to control the wet weather pumps while the new PLC and appurtenant items are installed.

- The Dry Weather Pump System shall be capable of running in AUTO mode.
- The Balcones WWTP will be operational and have the capacity to accept flow from P-101 and P-102 for the duration of the time it takes to complete the improvements for the Wet Weather Pump System.

1.6 CRITICAL OPERATIONS

A. The OWNER has identified critical operations that must not be out of service longer than the designated maximum out of service time and/or must be performed only during the designated times. These have been identified in the table below:

Critical Operation	Max. Time Out of Operation	Liquidated Damages ($/day)
PLC Replacement	3 - Calendar Days	$290/day
Shut-down time of the wet weather pumps (P-103 and P-104) as the new control valves, drain valve, and piping are being installed	14 – Calendar Days	$290/day

B. CONTRACTOR shall submit a written Plan of Action for OWNER and ENGINEER approval for critical operations.

1.7 SUBMITTALS

A. Furnish in accordance with Specification Section 01300, "Submittals".

a. CONTRACTOR's sequence of construction defining work to be performed, including the following items:
   i. Definition of the start date, duration and end date for each of the segments of work defined in Part 3 - EXECUTION.

   ii. For each segment of work, define activities to be performed by or witnessed by the OWNER and date on which these activities are to be performed.

b. Any service interruption that is required as part of this project, define purpose for interruption; date and time of interruption; and duration of interruption.

c. Provide complete list of equipment and material that is required to perform each segment of the Work.

d. Confined space ventilation system procedure; where applicable.

1.8 QUALITY ASSURANCE

A. CONTRACTOR is responsible for all details necessary to properly perform the work defined herein, in accordance with the Contract Documents.

B. CONTRACTOR is responsible for all details necessary to properly protect its personnel and OWNER's personnel working in the areas adjacent to CONTRACTOR'S work area.

C. CONTRACTOR is advised that the existing paint and pipe joints may contain lead. CONTRACTOR to exercise appropriate regulatory safety precautions throughout the performance of this work, to include precautions to avoid exhausting hazardous materials, personnel safety, and properly disposing of waste materials.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

A. This sequence of construction is a recommended procedure for performing the outlined work. CONTRACTOR remains solely responsible for preparation of a workable sequence of construction that meets the specifications.

B. All submittals required for the work in any particular work area must be approved by ENGINEER prior to starting construction in that work area.

C. Depending on the demands of the lift station facilities, it is anticipated that lift station facility shutdowns can be scheduled, pending the OWNER's approval. The maximum time allowed for a shutdown shall be agreed and approved by the OWNER.

D. CONTRACTOR is responsible for temporarily collecting and storing the wastewater that flows into the wet well during the shutdown. CONTRACTOR may return the collected wastewater to wet well once the lift station is returned to service.

E. All the construction work that will impede full operational performance of the lift station facilities shall be completed before the date established in Contract Documents for Substantial Completion. However, at the end of this period (unless otherwise specifically approved), the CONTRACTOR must have all initiated work completed, consisting of new equipment installed, tested and operational, and all training successfully completed, for the areas in which it has initiated work such that both lift stations may be brought back into unimpeded service.

F. Prior to performing work, CONTRACTOR to provide personnel access, ventilation and lighting adequate to comply with all local, state and federal regulations for working in that specific environment. These provisions are to be coordinated with the City of Austin facility manager to avoid or minimize impact on lift stations operations.

3.2 PREPARATION

A. General

a. Furnish and install screening and containment devices to prevent the contamination of adjacent areas with construction debris.

B. Civil / Mechanical

a. Sequence of construction required to accommodate lift stations operation may result in installation of temporary facilities/connections to the existing system. CONTRACTOR shall coordinate these temporary connections and install the

connections in such a way as to ensure limited interruptions to and maintain lift stations operations.

b. CONTRACTOR shall provide, install, and maintain all temporary plugs, sand-bags, cofferdams, etc. necessary to safeguard its work area adequately to permit construction completion of all identified facilities.

C. Electrical

a. CONTRACTOR shall protect existing lighting fixtures in its work area from its construction operations, and shall provide temporary lighting as required to facilitate its operations

3.3 MEASUREMENT AND PAYMENT

A. No separate measurement or payment for work performed under this Section. Include cost of same in Contract price bid for the Work of which this is a component part.

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, **K Friese & Associates**. These points shall be used as the datum basis under this Contract.

   6.3 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.

6.4 The offset centerline stakes will be set at no greater than fifty (50) foot intervals. 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.

6.5 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.

6.6 Prior to any excavation, the CONTRACTOR shall establish the elevation to top of ground at offset stakes at the distance deemed appropriate by the CONTRACTOR to preclude disturbance of offset stakes during construction.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

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
NCRPM	National 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 twenty-one (21) 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

PART 1 – GENERAL

1.1 SUMMARY

A. Preliminary Progress Schedule: Submit no later than Pre-Construction Conference.

B. Submit the initial Submittal Schedule along with the Progress Schedule, at, or prior to, the Pre-Construction Conference.

C. Progress Schedule: Submit adjusted Progress Schedule or confirm validity of current schedule with each monthly Application for Payment in accordance with the General Conditions, and at such other times as necessary to reflect:

   a. Progress of Work to within 5 working days prior to submission;

   b. Changes in Work scope and activities modified since submission;

   c. Delays in Submittals or resubmittals, deliveries, or Work;

   d. Adjusted or modified sequences of Work;

   e. Other identifiable changes; and

   f. Revised projections of progress and completion.

D. Narrative Progress Report: Submit with each monthly submission of progress schedule.

E. Precedent to final payment, provide four copies of any Critical Path Method (CPM) type schedule utilized with certification that said schedule represents correctly the way the Work was performed.

F. Progress quantity chart(s).

G. Distribution: Following response to the initial schedule submittal, print and distribute copies to the ENGINEER, subcontractors, suppliers, and other parties required to comply with scheduled dates. Keep a copy at the Project Site at all times.

   a. 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.

1.2 SUBMITTAL SCHEDULE

A. Prepare a complete Submittal Schedule concurrently with the development of the Progress Schedule.

   a. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Progress Schedule.

b. Prepare the schedule in chronological order. Provide the following information:
   i. Listing of all submittals with each assigned a number.
   ii. Scheduled date for the first submittal.
   iii. Related Section number or Specification number.
   iv. Submittal category (Shop Drawings, Product Data, Calculations, Test Results, or Samples).
   v. Name of the subcontractor.
   vi. Description of the part of the Work covered.
   vii. Scheduled date for resubmittal.
   viii. Scheduled date for completion of the ENGINEER's review.
   ix. Estimated procurement time for each item, as applicable.

B. Distribution: Following OWNER's response to the initial submittal, print and distribute copies to the ENGINEER, OWNER, subcontractors, suppliers, and other parties required to comply with submittal dates indicated. Keep copies at the Project Site at all times.

   a. 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.

1.3 PROGRESS SCHEDULE

A. General

   a. Schedule(s) shall reflect Work logic sequences, restraints, delivery windows, review times, Contract Times, and Milestones set forth in the Agreement, and shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.

   b. The schedule requirement herein is the minimum required. CONTRACTOR may prepare a more sophisticated schedule if such will aid CONTRACTOR in execution and timely completion of Work.

   c. Base schedule on standard 5-day work week.

   d. Coordinate the Progress Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.

   e. Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.

f. When the OWNER requests a specific sequence of work, that sequence of work is to be identified as a separate time line with its own critical path and schedule constraints,

g. Shop drawing submittals, including float for review time, are to be shown as specific activities on critical path items.

h. O&M Manual submissions are to be clearly shown as a separate task item on the schedule.

i. Indicate substantial completion in advance of the date established for Final Completion to allow time for the ENGINEER's procedures necessary for certification of Substantial and Final Completion.

j. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, 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.

k. Use Microsoft Project latest version or a compatible and approved software.

B. Format

a. Critical Path Method (CPM) Schedule, on maximum 24-inch by 36-inch sheet size to include at least:

i. Schedule to have critical path clearly shown on a calendar and the relationship between each task and calendar day indicated. The earliest time at which an activity may be started, the latest time at which an activity may be started, the earliest time which an activity may be finished, and the latest time at which an activity may be finished are to be clearly shown on the schedule. Format the schedule such that there is a one to one correspondence between schedule items and the Schedule of Values items. In addition, submit an arrow diagram or precedence diagram for the initial schedule and each revision.

ii. Schedule to include those activities reasonably required to complete Work, including, but not limited to, subcontract Work, major equipment design, fabrication, factory testing, and delivery dates including required lead times for OWNER-furnished products, move-in and other preliminary activities, equipment and equipment system test and startup activities, Project closeout and cleanup, and specified Work sequences, constraints, and Milestones, including Substantial Completion date(s). Listings to be identified by Specification Section number.

iii. Identify: (i) horizontal time frame by year, month and week; (ii) duration, early-start, and completion for each activity and sub-activity; and (iii) critical activities and Project float.

iv. Sub-schedules to further define critical portions of the Work.

v. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each

week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".

vi. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.

vii. 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.

viii. Indicate the phases of work in which subcontractors will be participating. Indicate Subcontractors by name.

b. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, with data for the entire construction period. Schedule is to be submitted as both a "hard" copy and a PC-compatible electronic copy on a CD-ROM.

C. If CONTRACTOR provides an accepted schedule with an early completion date, OWNER reserves the right to reduce Contract Times to match the early completion date by issuing a deductive Change Order at no change in Contract Price.

D. No partial payment requests will be processed unless the progress schedule has been submitted and/or updated and approved by the OWNER. No partial payments will be made unless the schedule has been approved by the OWNER.

E. Updating Progress Schedule: Adjust or confirm the Progress Schedule on a monthly basis. Revise the Progress Schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated Progress Schedule at maximum intervals of 90 days, to reflect as nearly as possible the actual construction operations, show overall percent complete, projected and actual, and completion progress by listed activity and sub-activity.

1.4 NARRATIVE PROGRESS REPORT

A. Include, as a minimum:

a. Summary of Work completed during the past period between Narrative Progress Reports.

b. Work planned during the next period.

c. Explanation of differences between summary of Work completed and Work planned in previously submitted Narrative Progress Report.

d. Current and anticipated delaying factors and their estimated impact on other activities and completion Milestones.

e. Corrective action taken or proposed.

1.5 PROGRESS OF THE WORK

A. If CONTRACTOR fails to complete activity by its latest scheduled completion date and this failure may extend Contract Times (or Milestones), CONTRACTOR shall, within 7 days of such failure, submit a written statement as to how CONTRACTOR intends to correct nonperformance and return to the acceptable current progress schedule. Actions by CONTRACTOR to complete Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.

1.6-1.11 (NOT USED)

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END

Division 1 General Requirements

SUSTAINABLE CONSTRUCTION REQUIREMENTS

Section 01352

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."

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."

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.

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. Add Hyperlink to COA Idling flyer location TBD

Also refer to:

https://www.nctcog.org/trans/quality/air/for-everyone/engine-off-north-texas

Another potential resource for the COA website on emission specifications:
https://www.tceq.texas.gov/airquality/mobilesource/vehicleidling.html

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://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. 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)

9. 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)

10. Consider using voluntary and mandatory sections of the City of Chicago Clean Diesel Program related to https://www.chicago.gov/city/en/progs/env/clean-diesel.htmlfile:///C:/Users/user/Documents/Downloads/O2011-1418.pdf

11. Consider an air quality training section administered by a governmental entity to help comply with an updated COA Construction Equipment Emission Reduction Plan by using the California Air Resources Board (CARB) training section in the link below:
    https://ww2.arb.ca.gov/our-work/topics/construction-earthmoving-equipment

C-4 Maintenance Program:

1. Establish a preventative **maintenance program** addressing issues including but not limited to, fuel use, air emissions, tire pressure, smoke from exhaust and noise.
2. Make all efforts to **prevent oil/fuel spillage** on to site surfaces.

C-5 Resource Management:

3. Utilize equipment companies that are located closest to the construction site.
4. Store equipment on site during construction use or arrange for closest overnight storage including **temporary use of the Right of Way** if possible.
5. To the extent possible, CONTRACTOR shall maximize use of **local and regional materials** to reduce transportation emissions.
6. CONTRACTOR shall maximize **salvage and reuse** of appropriate on-site materials. (http://www.usgbc.org/ShowFile.aspx?DocumentID=1095)
7. 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 <u>PRE-CONSTRUCTION PHOTOGRAPHS</u>

INFRASTRUCTURE FACILITIES (i.e. TREATMENT PLANTS, PUMP STATIONS, LIFT STATIONS, RESERVOIRS, ETC) OR BUILDING PROJECTS

All pre-construction photographs must be submitted prior to the CONTRACTOR or Subcontractor beginning any Work that may cause site disturbance and shall be submitted with the initial CONTRACTOR'S Pay Application. As a minimum, Pre-construction photographs must be taken of the following views:

- The entire construction site area (full width and length)
- All curb lines showing 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 adjoining the project site)
- Fence and gate conditions
- Trees, ornamental shrubs, plantings/planter boxes and evidence of irrigation features
- Views of structures, both inside and adjacent to the project site and easements in areas where CONTRACTOR will be working within five (5) feet of said structure
- Other views as requested by the OWNER

3.2. 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.

3.5 ADDITIONAL ASSET PHOTOGRAPHS

INFRASTRUCTURE FACILITIES (I.E. TREATMENT PLANTS, PUMP STATIONS, LIFT STATIONS, RESERVOIRS, ETC)

Additional asset photographs shall be taken to show, identify and locate AWU's assets as they are being installed as part of the work. The quantity of asset photos required is determined by the number of asset items added to AWU's Computerized Maintenance Management System (CMMS) data base as part of the construction of this project. A specific complete list of assets to be installed within this contract is identified in the Submittals Section of the Contract (Section 01300).

Each asset 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 ring folders. The prints shall be accompanied by digital date-stamped photographs in CD format or other format acceptable to the City.

Each print of the asset shall be marked with the following information:

- The CIP ID number for the Contract
- Name of CONTRACTOR
- AWU's CMMS asset number
- The date of installation of the asset
- Location of asset (i.e. Sta. number, or State Plane Coordinate number, or other suitable information identifying where the asset was installed)

Each asset photograph must be included in an Asset Management Photo Log that indicates the AWU CMMS asset number, the CIP ID number of Contract, name of CONTRACTOR, the date of the photograph and the filename that the camera assigns to the photo (e.g. MVC-001.jpg).

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 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."

3.2 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.

3.3 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.

3.4 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".

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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.

3.17 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

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. See 1.5 Waste Management Goals.

1. All profits resulting from salvaging and recycling shall go to the Contractor.
2. Where there is little 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

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 as much as is economically feasible 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, 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 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 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. ***Construction Waste Management 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 and Quantity
3. Indicate whether recycled, salvaged, reused of sent to landfill for disposal.
4. Destination or Name and location of accepting facility.

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. 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 contractor is encouraged to recycle the following types of construction waste materials generated during the course of this project, that are not salvaged or reused:

a. Asphalt concrete pavement.

b. Concrete materials.

c. Metals, including the following.

i. Banding straps.
ii. Reinforcing steel.
iii. Iron.
iv. Steel pipe.
v. Galvanized steel pipe.

d. Clean dimensional lumber.

e. Wood crates and pallets.

f. Glass and glass containers.

g. Plastics.

h. Electrical wiring.

i. Cardboard, paper, and packaging.

j. 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 Guidelines:

1. The contractor is encouraged to 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 as much land-clearing and construction waste as is economically feasible.

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), 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

END SECTION

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

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

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. This Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

B. Related Sections: The following Sections contain requirements that relate to this Section:

Section 01300 specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.

1.3 DEFINITIONS

A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.

a. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

b. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.

c. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

d. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 SUBMITTALS

A. Product List: Prepare a list showing products specified in tabular form acceptable to the OWNER. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

B. Coordinate product list with the Contractor's Construction Schedule and the Schedule of Submittals.

C. Form: Prepare product list with information on each item tabulated under the following column headings:

   a. Related Specification Section number.

   b. Generic name used in Contract Documents.

   c. Proprietary name, model number, and similar designations.

   d. Manufacturer's name and address.

   e. Supplier's name and address.

D. Initial Submittal: Within 14 days after date of commencement of the Work, submit a pdf copy of an initial product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.

E. At the Contractor's option, the initial submittal may be limited to product selections and designations that must be established early in the Contract period.

F. Completed List: Within 21 days after date of commencement of the Work, submit 3 copies of the completed product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.

G. ENGINEER's Action: The ENGINEER will respond in writing to Contractor within 2 weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The ENGINEER's response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.5 QUALITY ASSURANCE

A. The Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.

   a. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.

b. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:

i. Name of product and manufacturer

ii. Model and serial number

iii. Capacity

iv. Speed

v. Ratings

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

a. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

b. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

c. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

d. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

e. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

PART 2 – PRODUCTS

2.1 PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.

a. Provide products complete with accessories, safety guards, and other devices and details needed for a complete installation and the intended use and effect.

b. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:

a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or approved equal," comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

b. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

c. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.

d. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.

Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.

e. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.

PART 3 – EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END

PART 1 – GENERAL

1.1 DEFINITIONS

A. Facility: Entire Project, or an agreed-upon portion, including all of its unit processes.

B. Functional Test: Test or tests in presence of Engineer and Owner to demonstrate that installed equipment meets manufacturer's installation, calibration, and adjustment requirements and other requirements as specified.

C. Performance Test: Test or tests performed after any required functional test in presence of Engineer and Owner to demonstrate and confirm individual equipment meets performance requirements specified in individual sections.

D. Unit Process: As used in this section, a unit process is a portion of the facility that performs a specific process function, such as pumps, calcium hypochlorite and surge control system.

E. Facility Performance Demonstration:

a. A demonstration, conducted by Contractor, with assistance of Owner, to demonstrate and document the performance of the entire operating facility, both manually and automatically (if required), based on criteria developed in conjunction with Owner and as accepted by Engineer.

b. Such demonstration is for the purposes of (i) verifying to Owner entire facility performs as a whole, and (ii) documenting performance characteristics of completed facility for Owner's records. Neither the demonstration nor the evaluation is intended in any way to make performance of a unit process or entire facility the responsibility of Contractor, unless such performance is otherwise specified.

1.2 SUBMITTALS

A. Informational Submittals:

a. Facility Startup and Performance Demonstration Plan.

b. Functional and performance test results.

c. Completed Unit Process Startup Form for each unit process.

d. Completed Facility Performance Demonstration/Certification Form.

1.3 FACILITY STARTUP AND PERFORMANCE DEMONSTRATION PLAN

A. Develop a written plan, in conjunction with Owner's operations personnel; to include the following:

a. Step-by-step instructions for startup of each unit process and the complete facility.

b. Unit Process Startup Form (sample attached), to minimally include the following:

i. Description of the unit process, including equipment numbers/nomenclature of each item of equipment and all included devices.

ii. Detailed procedure for startup of the unit process, including valves to be opened/closed, order of equipment startup, etc.

iii. Startup requirements for each unit process, including water, power, chemicals, etc.

iv. Space for evaluation comments.

B. Facility Performance Demonstration/Certification Form (sample attached), to minimally include the following:

a. Description of unit processes included in the facility startup.

b. Sequence of unit process startup to achieve facility startup.

c. Description of computerized operations, if any, included in the facility.

d. Contractor certification facility is capable of performing its intended function(s), including fully automatic operation.

e. Signature spaces for Contractor and Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

A. Facility Startup Meetings: Schedule, in accordance with requirements of Section 01200, Project Meetings, to discuss test schedule, test methods, materials, chemicals and liquids required, facilities operations interface, and Owner involvement.

B. Contractor's Testing and Startup Representative:

a. Designate and furnish one or more personnel to coordinate and expedite testing and facility startup.

b. Representative(s) shall be present during startup meetings and shall be available at all times during testing and startup.

C. Provide temporary valves, gauges, piping, test equipment and other materials and equipment required for testing and startup.

D. Provide Subcontractor and equipment manufacturers' staff adequate to prevent delays. Schedule ongoing work so as not to interfere with or delay testing and startup.

E. Contractor shall:

a. Provide water, power, chemicals, and other items as required for startup, unless otherwise indicated.

b. Operate process units and facility with support of Owner.

c. Provide labor and materials as required for laboratory analyses.

d. Make available spare parts, special tools, and operation and maintenance information.

3.2 EQUIPMENT TESTING

A. Preparation:

a. Complete installation before testing.

b. Furnish qualified manufacturers' representatives, when required by individual Specification sections.

c. Equipment Test Report Form: Provide written test report for each item of equipment to be tested, to include the minimum information:

i. Owner/Project Name

ii. Equipment or item tested.

iii. Date and time of test.

iv. Type of test performed (Functional or Performance).

v. Test method.

vi. Test conditions.

vii. Test results.

viii. Signature spaces for Contractor and Engineer as witness.

d. Cleaning and Checking: Prior to beginning functional testing:

i. Calibrate testing equipment in accordance with manufacturer's instructions.

ii. Inspect and clean equipment, devices, connected piping, and structures to ensure they are free of foreign material.

iii. Lubricate equipment in accordance with manufacturer's instructions.

iv. Turn rotating equipment by hand when possible to confirm that equipment is not bound.

v. Open and close valves by hand and operate other devices to check for binding, interference, or improper functioning.

vi. Check power supply to electric-powered equipment for correct voltage.

vii. Adjust clearances and torque.

viii. Test piping for leaks.

e. Ready-to-test determination will be by Engineer and Owner based at least on the following:

i. Acceptable Operation and Maintenance Data.

ii. Notification by Contractor of equipment readiness for testing.

iii. Receipt of Manufacturer's Certificate of Proper Installation, if so specified.

iv. Adequate completion of work adjacent to, or interfacing with, equipment to be tested, including items to be furnished by Owner.

v. Availability and acceptability of manufacturer's representative, when specified, to assist in testing of respective equipment.

vi. Satisfactory fulfillment of other specified manufacturer's responsibilities.

vii. Equipment and electrical tagging complete.

viii. Delivery of all spare parts and special tools.

B. Functional Testing:

a. Conduct as specified in individual Specification sections.

b. Notify Owner and Engineer in writing at least 10 days prior to scheduled date of testing.

c. Prepare Equipment Test Report summarizing test method and results.

d. When, in Engineer's opinion, equipment meets functional requirements specified, such equipment will be accepted for purposes of advancing to performance testing phase, if so required by individual Specification sections. Such acceptance will be evidenced by Engineer/Owner's signature as witness on Equipment Test Report.

C. Performance Testing:

a. Conduct as specified in individual Specification sections.

b. Notify Engineer and Owner in writing at least 10 days prior to scheduled date of test.

c. Performance testing shall not commence until equipment has been accepted by Engineer as having satisfied functional test requirements specified.

d. Type of fluid, gas, or solid for testing shall be as specified.

e. Unless otherwise indicated, furnish labor, materials, and supplies for conducting the test and taking samples and performance measurements.

f. Prepare Equipment Test Report summarizing test method and results.

g. When, in Engineer's opinion, equipment meets performance requirements specified, such equipment will be accepted as to conforming to Contract requirements. Such acceptance will be evidenced by Engineer's signature on Equipment Test Report.

3.3 STARTUP OF UNIT PROCESSES

A. Prior to unit process startup, equipment within unit process shall be accepted by Engineer as having met functional and performance testing requirements specified.

B. Startup sequencing of unit processes shall be as chosen by Contractor to meet schedule requirements.

C. Make adjustments, repairs, and corrections necessary to complete unit process startup.

D. Startup shall be considered complete when, in opinion of Engineer, unit process has operated in manner intended for 5 continuous days without significant interruption. This period is in addition to functional or performance test periods specified elsewhere.

E. Significant Interruption: May include any of the following events:

a. Failure of Contractor to provide and maintain qualified onsite startup personnel as scheduled.

b. Failure to meet specified functional operation for more than 2 consecutive hours.

c. Failure of any critical equipment or unit process that is not satisfactorily corrected within 5 hours after failure.

d. Failure of any noncritical equipment or unit process that is not satisfactorily corrected within 8 hours after failure.

e. As determined by Engineer.

F. A significant interruption will require startup then in progress to be stopped. After corrections are made, startup test period to start from beginning again.

3.4 FACILITY PERFORMANCE DEMONSTRATION

A. When, in the opinion of Engineer, startup of all unit processes has been achieved, sequence each unit process to the point that facility is operational.

B. Demonstrate proper operation of required interfaces within and between individual unit processes.

C. After facility is operating, complete performance testing of equipment and systems not previously tested.

D. Document, as defined in Facility Startup and Performance Demonstration Plan, the performance of the facility including its computer system, until all unit processes are operable and under control of computer system.

E. Certify, on the Facility Performance Demonstration/Certification Form, that facility is capable of performing its intended function(s), including fully automatic and computerized operation.

3.5 SUPPLEMENTS

A. Supplements listed below, following "End of Section," are a part of this Specification:

   a. Unit Process Startup Form.
   b. Facility Performance Demonstration/Certification Form.

END

UNIT PROCESS STARTUP FORM

OWNER:_____ **PROJECT:**_____

Unit Process Description: (Include description and equipment number of all equipment and devices):

Startup Procedure (Describe procedure for sequential startup and evaluation, including valves to be opened/closed, order of equipment startup, etc.):

Startup Requirements (Water, power, chemicals, etc.):

Evaluation Comments:

FACILITY PERFORMANCE DEMONSTRATION/CERTIFICATION FORM

OWNER:_____ **PROJECT:**_____

Unit Processes Description (List unit processes involved in facility startup):

_____

_____

_____

_____

Unit Processes Startup Sequence (Describe sequence for startup, including computerized operations, if any):

_____

_____

_____

_____

_____

Contractor Certification that Facility is capable of performing its intended function(s), including fully automatic operation:

Contractor:_____ **Date:**_____**, 20**____

Engineer: _____ **Date:**_____**, 20**____

(Authorized Signature)

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This Section outlines the procedure to be followed in closing out the contract.

1.2 SUBSTANTIAL COMPLETION

A. The Substantial and Final completion dates for the contract shall be established as stated in the Bid Form.

1.3 FINAL CLEANING

A. At the completion of work and immediately prior to final inspection, cleaning of the entire project shall be accomplished according to the following provisions:

   a. The CONTRACTOR shall thoroughly clean, sweep, wash and polish all work and equipment provided under this Contract, including finishes. The cleaning shall leave the structures and site in a complete and finished condition to the satisfaction of the Owner's Representative and OWNER.

   b. The CONTRACTOR shall remove all temporary structures and all debris, including all dirt, sand, gravel, rubbish and waste material.

   c. Should the CONTRACTOR not remove rubbish or debris or not clean the buildings and site as specified above, the OWNER reserves the right to have the cleaning done at the expense of the CONTRACTOR.

B. Repair, patch and touch-up any marred surfaces equivalent to the specified finish and to match adjacent surfaces.

C. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly-painted surfaces.

1.4 FINAL INSPECTION

A. After final cleaning and restoration and upon written notice from the CONTRACTOR that the work is completed, the Owner's Representative will make an inspection with the CONTRACTOR. Upon completion of this inspection, the Owner's Representative will notify the CONTRACTOR, in writing, of any particulars in which this inspection reveals that the work is defective or incomplete with a copy to the OWNER.

B. Upon receiving written notice from the Owner's Representative, the CONTRACTOR shall immediately undertake the work required to remedy deficiencies and complete the work to the satisfaction of the Owner's Representative.

C. When the CONTRACTOR has corrected or completed the items as listed in the Owner's Representative's written notice, he shall inform the Owner's Representative, in writing, that the required work has been completed. Upon receipt of this notice, the

Owner's Representative, in the presence of the OWNER and CONTRACTOR, will make another inspection of the project.

D. Should the Owner's Representative find all work satisfactory at the time of this inspection, the CONTRACTOR will be allowed to make application for final payment in accordance with the provisions of the GENERAL CONDITIONS. Should the Owner's Representative still find deficiencies in the work, the Owner's Representative will inform the CONTRACTOR of the deficiencies in writing and will deny the CONTRACTOR's request for final payment until such time as the CONTRACTOR has satisfactorily completed the required work.

1.5 FINAL SUBMITTALS

A. No application for final payment will be accepted until all of the following have been submitted as required in Section 01300, SUBMITTALS including, but not limited to, the following:

   a. Final shop drawings

   b. Record drawings

   c. All Operation and Maintenance Manuals

   d. All Equipment Manufacturers' Certificates of Proper Installation

1.6 ACCESSORY ITEMS

A. The CONTRACTOR shall provide to the OWNER, upon acceptance of the equipment, all special accessories required to place each item of equipment in full operation. These special accessory items include, but are not limited to, the specified spare parts, one year's supply of oil and grease, light bulbs, fuses, hydrant wrenches, valve keys, handwheels, chain operators for valve handles more than 6 feet above floor and other expendable items as required for initial startup and operation of all equipment furnished by the CONTRACTOR.

1.7 GUARANTEES, BONDS, AND AFFIDAVITS

A. No application for final payment will be accepted until all guarantees, bonds, certificates, licenses and affidavits required for work or equipment as specified are satisfactorily filed with the Owner's Representative.

1.8 RELEASE OF LIENS OR CLAIMS

A. No application for final payment will be accepted until satisfactory evidence of release of liens has been submitted to the OWNER as required by the contract.

1.9 FINAL PAYMENT

A. Final payment will be made to the CONTRACTOR in accordance with the contract and construction specifications.

END

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.

1.2 SUMMARY

A. During its progress, the work and the adjacent areas affected thereby shall be cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.

B. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes structures, work done under this contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc., shall, upon completion of the work, be left in a clean and neat condition.

C. On or before the completion of the work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools, and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect, and cover all organic matter and material containing organic matter in, under, and around privies, houses, and other buildings used by him; shall remove all rubbish from any grounds which he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.

D. The Contractor shall thoroughly clean all materials and equipment installed by him and his sub-contractors, and on completion of the work shall deliver it undamaged and in fresh and new-appearing condition. All mechanical equipment shall be left fully charged with lubricant and ready for operation.

E. The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk, and landscaping work. Suitable materials, equipment, and methods shall be used for such restoration. The restoration of existing property or structures shall be done as promptly as practicable as work progresses and shall not be left until the end of the contract period.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END

PART 1 – GENERAL

1.1 SCOPE

A. The Contractor shall prepare and furnish installation, operating and maintenance manuals for all the mechanical and electrical equipment.

1.2 PAYMENT

A. The cost of preparing and furnishing the installation, operating and maintenance manual shall be incidental to the cost of the equipment.

1.3 SUBMITTALS

A. Submit a preliminary pdf copy of each manual to the Owner for review, comment and/or approval.

B. Upon approval by the Owner, the Contractor shall furnish four (4) hard copies and four (4) CD-ROMs of each manual. Identify resubmittals with the original number plus the suffix letter starting with “A”.

C. Submit Final Operation and Maintenance manuals printed on 8-1/2” x 11” size heavy first quality paper with standard three-hole punching and bound in stiff metal hinged binder constructed as a three-ring style. Provide binders with titles on front and on spine of binder. Tab each section of manuals for easy reference with plastic-coated dividers. Provide index for each manual. Provide plastic sheet lifters prior to first page and following last page.

   Reduce drawings or diagrams bound in manuals to an 8-1/2 x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes which are bound into the binder. Identify vinyl envelopes with drawing numbers.

PART 2 – CONTENTS OF MANUALS

A. Prepare operation and maintenance manuals to include, but are not necessarily limited to, the following detailed information, as applicable:

   a. Equipment function, normal operating characteristics, limiting operations and installation instructions.

   b. Assembly, disassembly, installation, alignment, adjustment and checking instructions.

   c. Operating instructions for start-up, routine and normal operation, regulation and control, shutdown, and emergency conditions.

   d. Lubrication and maintenance instructions. Specific cross reference of all lubrication materials to Mobil products is required.

e. Guide to “Troubleshooting”

f. Parts list and predicted life of parts subject to wear.

g. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.

h. Test data and performance curves.

i. A list of recommended spare parts with a price list and a list of spare parts provided under these Specifications.

j. Copies of installation instructions, parts lists or other documents packed with equipment when delivered.

k. Instrumentation or tag numbers relating the equipment back to the Contract Documents.

l. Include a filled-out copy of an Equipment Record Sheet, the first page(s) of each Operation and Maintenance Manual. Complete maintenance requirements in detail. Simple reference to the Manual is not acceptable.

m. For equipment items involving components or subunits, an Equipment Record Sheet for each operating component or subunit is required.

n. The O & M Manual should be edited to reflect only equipment and appurtenances supplied for this project. Any references to other types, makes and models of equipment shall be edited or removed from this O & M Manual.

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 Thomas M. Owens, P.E., 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 Executive Vice President of K Friese & Associates, Inc. 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 Spring Lake #2 Lift Station Improvements, located at 9001 Spring Lake Drive, 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: Th M. O

STATE OF TEXAS
COUNTY OF TRAVIS

ON August 5, 2020, personally appeared Thomas M. Owens and been duly sworn by me, subscribed to the foregoing statement and has stated that the facts stated therein are true and correct.

NICOLE MARIE MCCRACKEN
Notary ID #129996708
My Commission Expires
October 17, 2022

Notary Public, State of Texas Nicole McCracken

Printed Name of Notary Nicole McCracken

My Commission Expires: 10/17/2022

01605A.00/110392

CITY OF AUSTIN

STATEMENT OF NON-INCLUSION OF ASBESTOS CONTAINING MATERIAL

ENGINEER/ARCHITECT AFTER DESIGN

STATE OF TEXAS
COUNTY OF TRAVIS

"My name is Thomas M. Owens, PE, 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 Executive Vice President of K Friese & Associates, Inc. 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 Spring Lake #2 Lift Station Improvements, located at 9000 Spring Lake Drive 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. 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.

   NONE

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 JANUARY 13, 20 21 personally appeared THOMAS M. OWENS, P.E. and been duly sworn by me, subscribed to the foregoing statement and has stated that the facts stated therein are true and correct.

Notary Public, State of Texas [signature]

Printed Name of Notary Cynthia Lee Grammer

My Commission Expires: 9-21-2024

CYNTHIA LEE GRAMMER
Notary Public, State of Texas
Comm. Expires 09-21-2024
Notary ID 132685913

01605B/110392

Item No. 104S
Removing Portland Cement Concrete

104S.1 Description

This item shall govern the demolition, removal and satisfactory disposal of existing Portland cement concrete, as classified, at locations indicated on the Drawings or as directed by the Engineer or designated representative.

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text inch-pound units are given preference followed by SI units shown within parentheses.

104S.2 Submittals

The submittal requirements of this specification item may include:

A. A permit when utility adjustments are made in the right-of-way, and

B. A plan for removal and deposition of all 'broken up' existing Portland cement (p.c.) concrete materials and debris.

104S.3 Classification

Existing Portland cement concrete, when removed under this section, will be classified as follows:

1. Concrete Curb will include curb, curb and gutter and combinations thereof,
2. Concrete Slabs will include, but not be limited to, house slabs, patio slabs, porch slabs, concrete riprap and concrete pavement,
3. Sidewalks and Driveways will include concrete sidewalks and driveways,
4. Concrete Walls will include all walls, regardless of height, and wall footings,
5. Concrete Steps will include all steps and combinations of walls and steps,
6. Abandoned Foundations will include abandoned utility foundations,
7. Miscellaneous Concrete shall include all other concrete items, which are not identified in items 1 through 6 above.

104S.4 Materials

Mortar shall conform to mortar specified in Standard Specification Item No. 403S, “Concrete for Structures”.

104S.5 Construction Methods

Prior to commencement of this work, all required erosion control and tree protection measures shall be in place. The existing utilities shall be located and protected as specified in the Standard Contract Documents, Section 00700, "General Conditions". A permit shall be required when utility adjustments are to be made in preparation for

highway construction, as specified in Section 5.2.0 of the City of Austin Utilities Criteria Manual.

The existing Portland cement concrete shall be broken up, removed in accordance with Item No. 101S, "Preparing Right of Way" and disposed of by the Contractor and deposited at a permitted disposal site.

When it is specified that only a portion of the existing Portland cement (p.c.) concrete is to be removed and that the remaining p.c. concrete will continue to serve its purpose, special care shall be exercised to avoid damage to that portion which will remain in place. Unless otherwise established by the Engineer or designated representative, existing p.c. concrete shall be cut to the neat lines, that are indicated on the Drawings, by sawing with an appropriate type circular type circular concrete saw to a minimum depth of 1/2 inch (12.5 mm). Any reinforcing steel encountered shall be cut off 1 inch (25 mm) inside of p.c. concrete sawed line. Any existing p.c. concrete, which is damaged or destroyed beyond the neat lines so established, shall be replaced at the Contractor's expense. Remaining p.c. concrete shall be mortared to protect the reinforcing steel and provide a neat clean appearance.

When reinforcement is encountered during the removal of portions of existing structures to be modified, a minimum of 1 foot (300 mm) of steel length shall be cleaned of all old p.c. concrete and left in place to tie into the new construction where applicable. All unsuitable material shall be removed and replaced with approved material. All foundations, walls or other objectionable material shall be removed to a minimum depth of 18 inches (450 mm) below all structures and 12 inches (300 mm) below areas to be vegetated.

104S.6 Measurement

When included in the contract as a separate pay item, the removal of p.c. concrete curb and p.c. concrete wall as prescribed above will be measured by the lineal foot (meter: 1 meter is equal to 3.281 feet) in its original position regardless of the dimensions or size. The removal of p.c. concrete slabs, p.c. concrete sidewalks and driveways, as prescribed above, will be measured by the square foot (square meter: 1 square meter is equal to 10.764 square feet) in original position, regardless of the thickness and existence of reinforcing steel. Portland cement concrete steps removed will be measured per lineal foot (meter: 1 meter is equal to 3.281 feet) of each individual step tread including the bottom step. The removal of p.c. concrete foundations will be measured per each individual foundation. The removal of miscellaneous concrete will be measured per lump sum.

104S.7 Payment

The work and materials presented herein will generally not be paid for directly, but shall be included in the unit price bid for the item of construction in which this item is used.

When specified in the contract bid form as a separate pay item, the item will be paid for at the contract unit bid price(s) for "Remove P.C. Concrete Curb", "Remove P.C. Concrete Slab", "Remove P.C. Concrete Sidewalks and Driveways", "Remove P.C. Concrete Walls", "Remove P.C. Concrete Steps", "Remove P.C. Concrete Foundations" and "Remove Miscellaneous P.C. Concrete". The bid prices shall include full compensation for all Work herein specified, including the disposal of all material not required in the

Work, the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the Work.

Payment will be made under one of the following:

Pay Item No.	**104S-A:**	Remove P.C. Concrete Curb	Per Lineal foot.
Pay Item No.	**104S-B:**	Remove P.C. Concrete Slab	Per Square foot.
Pay Item No.	**104S-C:**	Remove P.C. Concrete Sidewalks and Driveways	Per Square foot
Pay Item No.	**104S-D:**	Remove P.C. Concrete Wall	Per Lineal foot.
Pay Item No.	**104S-E:**	Remove P.C. Concrete Steps	Per Lineal foot.
Pay Item No.	**104S-F:**	Remove P.C. Concrete Foundations	Per Each.
Pay Item No.	**104S-G:**	Remove Miscellaneous P.C. Concrete	Per Lump Sum.

End

SPECIFIC CROSS REFERENCE MATERIALS
Specification Item 104S, "REMOVING CONCRETE"

City of Austin Standard Contract Documents

Designation	Description
00700	General Conditions

City of Austin Utilities Criteria Manual

Designation	Description
Section 5.2.0	Permit for Excavation in the Public Right-of-Way

City of Austin Standard Specifications

Designation	Description
Item No. 101S	Preparing Right of Way
Item No. 110S	Street Excavation
Item No. 111S	Excavation
Item No. 120S	Channel Excavation
Item No. 132S	Embankment
Item No. 403S	Concrete for Structures
Item No. 610S	Preservation of Trees and Other Vegetation

RELATED CROSS REFERENCE MATERIALS

City of Austin Standard Contract Documents

Designation	Description
01500	Temporary Facilities
01550	Public Safety and Convenience

The Code of the City of Austin, Code of Ordinances, Volume 1

Designation	Description
Article 14-11-181	Permit Required
Article 14-11-189	Conditions for Permit Issuance
Article 14-11-190	Excavation Sequence and Permit Term

City of Austin Standard Specifications

Designation	Description
Item No. 201S	Subgrade Preparation
Item No. 602S	Sodding for Erosion Control
Item No. 604S	Seeding for Erosion Control

Item No. 622S	Diversion Dike
Item No. 628S	Sediment Containment Dikes
Item No. 642S	Silt Fence

RELATED CROSS REFERENCE MATERIALS - Continued
Specification Item 104S, "REMOVING CONCRETE"

City of Austin Standard Details

Designation	Description
610S-1	Tree Protection Fence Locations
610S-2	Tree Protection Fence, Type B Chainlink
610S-3	Tree Protection Fence, Type B Wood
610S-4	Tree Protection Fence, Modified Type A
610S-5	Tree Protection Fence, Modified Type B
621S-1	Diversion
622S-1	Diversion Dike
624S-1	Earth Outlet Sediment Trap
625S-1	Grade Stabilization Structure
627S-1	Grass Lined Swale
627S-2	Grass Lined Swale With Stone Center
628S	Triangular Sediment Filter Dike
628S-1	Hay Bale Dike
629S-1	Brush Berm
630S-1	Interceptor Dike
631S-1	Interceptor Swale
632S-1	Storm Inlet Sediment Trap
633S-1	Landgrading
634S-1	Level Spreader
635S-1	Perimeter Dike
636S-1	Perimeter Swale
637S-1	Pipe Slope Drain (Flexible)
637S-2	Pipe Slope Drain (Flexible)
638S-1	Pipe Outlet Sediment Trap
639S-1	Rock Berm
641S-1	Stabilized Construction Entrance
642S-1	Silt Fence
643S-1	Stone Outlet Structure
644S-1	Stone Outlet Sediment Trap

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Designation	Description
Item No. 100	Preparing Right of Way
Item No. 104	Removing Concrete
Item No. 110	Excavation
Item No. 112	Subgrade Widening
Item No. 132	Embankment
Item No. 158	Specialized Excavation Work
Item No. 420	Concrete Structures

ITEM NO. 510
PIPE

510.1 - Description

This item governs the furnishing and installing all pipe and/or materials for constructing pipe mains, sewers, laterals, stubs, inlet leads, service connections, culverts, temporary service lines and temporary diversion lines, including all applicable Work such as excavating, bedding, jointing, backfilling materials, tests, concrete trench cap, concrete cap and encasement, etc., prescribed under this item in accordance with the provisions of the Edwards Aquifer Protection Ordinance, when applicable, and City of Austin Utility Criteria Manual, Section 5, "Working in Public Rights-of-Way." The pipe shall be of the sizes, types, class and dimensions indicated or as designated by the E/A and shall include all joints or connections to new or existing mains, pipes, sewers, manholes, inlets, structures, etc., as may be required to complete the Work in accordance with specifications and published standard practices of the trade associations for the material specified and to the lines and grades indicated. This item shall include any pumping, bailing, and drainage when indicated or applicable. Unless otherwise provided, this item shall consist of the removal and disposition of trees, stumps and other obstructions, old structures or portions thereof such as house foundations, old sewers, masonry or concrete walls, the plugging of the ends of abandoned piped utilities cut and left in place and the restoration of existing utilities damaged in the process of excavation, cutting and restoration of pavement and base courses, the furnishing and placing of select bedding, backfilling and cement or lime stabilized backfill, the hauling and disposition of surplus materials, bridging of trenches and other provisions for maintenance of traffic or access as indicated.

510.2 - Materials

The Contractor shall submit descriptive information and evidence that the materials and equipment the Contractor proposes for incorporation into the Work are of the kind and quality that satisfies the specified functions and quality. Austin Water Utility Standard Products Lists (SPL) form a part of the Specifications. Contractors may, when appropriate, elect to use products from the SPL; however, submittal to the E/A is still required. Should the Contractor elect to use any materials from these lists, each product shall be completely and clearly identified by its corresponding SPL number when making the product submittal. This will expedite the review process in which the E/A, and, if necessary, the Austin Water Utility Standard Products Committee, decides whether the products meet the Contract requirements and the specific use foreseen by the E/A in the design of this engineered Project. The purpose of the SPL's is to expedite review, by the E/A and, if necessary, the Austin Water Utility Standard Products Committee, of Contractor product submittals. The SPL's shall not be considered as being a pre-approved list of products necessarily meeting the requirements of the Project. Items contained in the SPL cannot be substituted for items shown on the Drawings, or called for in the specifications, or specified in the Bidding Requirements, Contract Forms and Conditions of Contract, unless approved by the E/A in conjunction with the Austin Water Utility Standard Products Committee. The Standard Product List current at the time of plan approval will govern.

(1) Concrete

Concrete shall conform to Item No. 403S, "Concrete for Structures".

(2) Coarse Aggregate

Coarse aggregate shall conform to Item No. 403S, "Concrete for Structures" or one of the following:

(a) Pipe Bedding Stone

Pipe bedding stone shall be clean gravel, crushed gravel or crushed limestone, free of mud, clay, vegetation or other debris, conforming to ASTM C 33 for stone quality. Size gradation shall conform to ASTM C-33 No. 57 or No. 67 or the following Table:

SIEVE SIZE	% RETAINED BY WEIGHT

1½″	0
1″	0—10
½′	40—85
#4	90—100
#8	95—100

(b) Foundation Rock

Foundation rock shall be well graded coarse aggregate ranging in size from 2 to 8 inches.

(c) Flexible Base

Flexible base shall conform to Item No. 210S, "Flexible Base".

(3) Fine Aggregate

(a) Concrete and Mortar Sand

Fine aggregate shall conform to Item No. 403S, "Concrete for Structures".

(b) Bedding Sand

Sand for use as pipe bedding shall be clean, granular and homogeneous material composed mainly of mineral matter, free of mud, silt, clay lumps or clods, vegetation or debris. The material removed by decantation TxDOT Test Method Tex-406-A, plus the weight of any clay lumps, shall not exceed 4.5 percent by weight.

The resistivity shall not be less than 3000 ohms-cm as determined by TxDOT Test Method Tex-129-E. Size gradation of sand for bedding shall be as follows:

GRADATION TABLE	
SIEVE SIZE	% RETAINED BY WEIGHT
¼″	0
#60	75—100
#100	95—100

(c) Stone Screenings

Stone screenings shall be free of mud, clay, vegetation or other debris, and shall conform to the following Table:

SIEVE SIZE	% PASSING
3/8 ″	100
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

All screenings shall be the result of a rock crushing operation.

(4) Controlled Low Strength Material

Controlled Low Strength Material (CLSM) shall conform to Item 402S, "Controlled Low Strength Material.

(5) Pea Gravel

Pea gravel bedding shall be clean washed material, hard and insoluble in water, free of mud, clay, silt, vegetation or other debris. Stone quality shall meet ASTM C 33. Size gradation shall be as follows:

SIEVE SIZE	% RETAINED BY WEIGHT
¾″	0
½″	0—25
¼″	90—100

(6) Select Backfill or Borrow

This material shall consist of borrow or suitable material excavated from the trench. It shall be free of stones or rocks over 8 inches and shall have a plasticity index of less than 20. The moisture content at the time of compaction shall be within 2 percent of optimum as determined by TxDOT Test Method Tex-114-E. Sandy loam borrow will not be allowed unless shown on the Drawings or authorized by the E/A.

All suitable materials from excavation operations not required for backfilling the trench may be placed in embankments, if applicable. All unsuitable materials that cannot be made suitable shall be considered surplus excavated materials as described in 510.3(13). The Contractor may, if approved by the engineer, modify unsuitable materials to make them suitable for use. Modification may include drying, removal or crushing of over-size material, and lime or cement treatment.

(7) Cement Stabilized Backfill

When indicated or directed by the E/A, all backfill shall be with cement-stabilized backfill rather than the usual materials. Unless otherwise indicated, cement stabilized backfill material shall consist of a mixture of the dry constituents described for Class J Concrete. The cement and aggregates shall be thoroughly dry mixed with no water added to the mixture except as may be directed by the E/A.

(8) Pipe

General

Fire line leads and fire hydrant leads shall be ductile iron. Domestic water services shall not be supplied from fire service leads, unless the domestic and fire connections are on separately valved branches with an approved backflow prevention device in the fire service branch. All wastewater force mains shall be constructed of ductile iron pipe Pressure Class 250 minimum for pipe greater than 12-inch size and Pressure Class 350 for pipe 12-inch size and smaller. Wastewater pipe shall be in accordance with Austin Water Utility's Standard Products List SPL WW-534 and shall have a corrosion resistant interior lining acceptable to the Owner.

All water pipe within utility easements on private property shall be Ductile Iron Pipe, Pressure Class 350 minimum for pipe 12-inch size and smaller and Pressure Class 250 minimum for pipe greater than 12-inch size wrapped as indicated. For sizes over 24 inches, Concrete Pressure Pipe, steel cylinder type, conforming to the requirements of AWWA C-301 will be acceptable.

There may be no service connections to Concrete Pressure Pipe installed in utility easements on private property. Approved service clamps or saddles shall be used when tapping ductile iron pipe 12 inch size and smaller. All service tubing (¾ inch thru 2 inches) installed in utility easements on private property shall be 150 psi annealed seamless Type K copper tubing with no sweat or soldered joints.

All reclaimed water mains shall be constructed of ductile iron pipe, Pressure Class 350 minimum for pipe 12-inch size and smaller and pressure class 250 for pipe greater than 12-inch size. For mains 12-inch size and smaller, PVC pipe, conforming to the requirements of AWWA C-900, DR 14 shall be acceptable. Reclaimed water pipe shall be manufactured purple, painted purple, or wrapped in purple polyethylene film wrap.

Manufacturers of concrete pipe and pipe larger than 24-inch diameter shall have a quality control program consisting of one or more of the following: 1) a quality management system certified by the American National Standards Institute (ANSI) or National Sanitation Foundation (NSF) to comply with ISO 9001:2000, 2) a quality management system certified by the QCast Program following the requirements of the ACPA Plant Certification Manual, 3) a quality management system certified by the National Precast Concrete Association 4) a quality control program approved by the OWNER prior to submittal of bids for the PROJECT, or 5) an independent, third party quality control testing and inspection firm for testing and inspecting pipe produced for the PROJECT and approved by the OWNER prior to submittal of bids for the PROJECT. All such quality control programs shall be paid for by the manufacturer. It is the intent of this requirement that the manufacturer will document all appropriate tests and inspections with sampling and inspection criteria, frequency of testing and inspection, date of testing and inspection and date on which every piece was manufactured. Required testing and inspection, including that by an independent, third party, shall be performed full-time during production of pipe for the PROJECT. When requested by the OWNER, the manufacturer will provide copies of test data and results and inspection reports with the shipment of pipe for the PROJECT. Test data and results and inspection reports shall be traceable to specific pipe lots or pieces. Owner approval of the manufacturer's quality control program will expire after three years, at which time the manufacturer must present a current quality control program for approval in order to retain listing on the applicable SPL. Owner approval of the Concrete Pipe manufacturer's quality control program will expire after three years, at which time the manufacturer must present a current quality control program for approval.

The quality of materials, the process of manufacture and the finished pipe shall be subject to inspection and approval by the E/A at the pipe manufacturing plant and at the project site prior to and during installation. Plant inspections shall be conducted at the discretion of the City Representative. Only manufacturers having a quality control program of the type described above will be considered as approved providers of concrete pipe and pipe products as listed in the Standard Products List (SPL).

All water distribution pipe and fittings shall be listed in the Fire Protection Equipment Directory published by the Underwriter's Laboratories, Inc., or shall be Factory Mutual approved for fire service. All water pipe and related products shall be registered by the National Sanitation Foundation as having been certified to meet NSF/ANSI Standard 61.

(a) Reserved

(b) Iron Pipe

Iron pipe shall be ductile iron pipe meeting all requirements of standards as follows:

-For push-on and mechanical joint pipe: AWWA C-151

-For flanged pipe: AWWA C-115

Barrels shall have a nominal thickness required by Table 1 of AWWA C-115, which thickness corresponds to Special Class 53 in sizes through 54 inch, and Class 350 in 60 and 64-inch sizes. Flanges shall be ductile iron (gray iron is not acceptable); they shall be as shown in ANSI/AWWA C115/A21.15 and shall conform to dimensions shown in Table 2 and Figure 1 of AWWA C115. These flanges are the same in all respects as flanges shown in ANSI/AWWA C110/A21.10 for fittings and are standard for all flanges used with pipe, valve, and equipment units in the City of Austin water distribution and wastewater force main systems. Flanges shall be fabricated and attached to the pipe barrels by U.S. fabricators using flanges and pipe barrels of U.S. manufacture. If fabrication is to be by other than the pipe barrel manufacturer, a complete product submittal and approval by the Austin Water Utility will be required. Additionally, such fabricator shall furnish certification that each fabricated joint has been satisfactorily tested hydrostatically at a minimum pressure of 300 psi.

-Linings and Coating:

Interior surfaces of all iron potable or reclaimed water pipe shall be cement-mortar lined and seal coated as required by AWWA C104. Interior surfaces of all iron wastewater line and force main pipe shall be coated with a non-corrosive lining material as indicated on Austin Water Utility's Standard Products List SPL WW-534. Pipe exteriors shall be coated as required by the applicable pipe specification. The type and brand of interior lining shall be clearly marked on the outside of the pipe and fittings. Except as authorized by the E/A, only one type and brand of pipe lining shall be used on a given project.

Except as described above for flanged pipe (Thickness Class 53) and where not otherwise indicated, ductile iron pipe shall be minimum Class 250 as defined by ANSI/AWWA C150/A21.50-current; all ductile iron pipe and flanges shall meet the following minimum physical requirements:

Grade 60-42-10:

-Minimum tensile strength: 60,000 psi (414 mPa).

-Minimum yield strength: 42,000 psi (290 mPa).

-Minimum elongation: 10 percent.

The flanges for AWWA C115 pipe may be also be made from:

Grade 70-50-05:

-Minimum tensile strength: 70,000 psi (483 mPa).

-Minimum yield strength: 50,000 psi (345 mPa).

-Minimum elongation: 5 percent.

1. Ductile Iron Fittings:

   Fittings shall be push-on, flanged or mechanical joint as indicated or approved and shall meet all requirements of standards as follows:

   -Sizes 4 inch through 24 inch: AWWA C-110 or AWWA C-153

   -Sizes larger than 24 inch: AWWA C-110.

   -Lining and Coating:

   Interior surfaces or all iron potable/reclaimed water pipe fittings shall be lined with cement- mortar and seal coated as required by AWWA C104. Interior surfaces of all iron wastewater and force main fittings shall be coated with a non-corrosive lining material acceptable to Owner. Fitting exteriors shall be coated as required by the applicable pipe specification.

2. Joint Materials

   Gaskets for mechanical joints shall conform to ANSI/AWWA A21.11/C-111.

   Joining of slip joint iron pipe shall, without exception, be accomplished with the natural or synthetic rubber gaskets of the manufacturer of that particular pipe being used. A joint lubricant shall be used and applicable recommendations of the manufacturer shall be followed.

   Gaskets for flanged joints shall be continuous full face gaskets, of 1/8 inch minimum thickness of natural or synthetic rubber, cloth-reinforced rubber or neoprene material, preferably of deformed cross section design and shall meet all applicable requirements of ANSI/AWWA A21.11/C-111 for gaskets. They shall be manufactured by, or satisfy all recommendations of, the manufacturer of the pipe/fittings being used and be fabricated for use with Class 125 ANSI B16.1 flanges.

   Tee-head bolts, nuts and washers for mechanical joints shall be high strength, low alloy, corrosion resistant steel stock equal to "COR-TEN A" having UNC Class 2 rolled threads or alloyed ductile iron conforming to ASTM A 536; either shall be fabricated in accordance with ANSI/AWWA A21.11/C-111.

   Hex head bolts and nuts shall satisfy the chemical and mechanical requirements of ASTM A449 SAE Grade 5 plain, and shall be fabricated in accordance with ASTM B 18.2 with UNC Class 2 rolled threads.

   Either Tee-Head or Hex-Head bolts, nuts and washers as required, shall be protected with bonded fluoro-polymer corrosion resistant coating where specifically required by the E/A.

All threaded fasteners shall be marked with a readily visible symbol cast, forged or stamped on each nut and bolt, which will identify the fastener material and grade. The producer and the supplier shall provide adequate literature to facilitate such identification; painted markings are not acceptable.

3. Polyethylene Film Wrap

All iron pipe, fittings and accessories shall be wrapped with standard 8 mil (minimum) low density polyethylene film or 4-mil (minimum) cross laminated high-density polyethylene conforming to AWWA C-105, with all edges overlapped and taped securely with duct tape to provide a continuous wrap to prevent contact between the piping and the surrounding backfill. Repair all punctures of the polyethylene, including those caused in the placement of bedding aggregates, with duct tape to restore the continuous protective wrap before backfilling. Polyethylene film wrap for reclaimed water pipe shall be purple.

4. Marking

Each pipe joint and fitting shall be marked as required by the applicable AWWA specification. This includes in all cases: Manufacturer's identification, Country where cast, year of casting, and "DUCTILE" or "DI". Barrels of flanged pipe shall show thickness class; others shall show pressure class. The flanges of pipe sections shall be stamped with the fabricators identification; fittings shall show pressure rating, the nominal diameter of openings and the number of degrees for bends. Painted markings are not acceptable.

5. Warning Tape

Warning tape for identifying restrained joint pipe and fittings shall be yellow and shall have black lettering at least 2inches high that reads "Restrained Joint / Junta de Restriccion" at intervals not exceeding 24 inches. The warning tape shall be polypropylene having a minimum thickness of 2 mils, a minimum width of 3 inches, and adhesive backing on the side opposite the lettering.

(c) Concrete

1. General

Pipe shall conform to ASTM C 76 for Circular Pipe. Concrete pipe smaller than 12 inches in diameter shall conform to ASTM C 14, Extra Strength. All pipe shall be machine made or cast by a process which will provide uniform placement of the concrete in the form and compaction by mechanical devices, which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete shall not be acceptable for use in precast pipe. The pipe shall be Class III or the class indicated. Storm sewer pipe shall be of the tongue and groove or 0-ring joint design. Wastewater pipe shall be of the 0-ring joint design; it shall be acceptably lined for corrosion protection.

2. Marking

Each joint of pipe shall be marked with the pipe class, the date of manufacture, the manufacturer's name or trade mark, diameter of pipe and orientation, if required.

Pipe marking shall be waterproof and conform to ASTM C 76.

3. Minimum Age for Shipment

Pipe shall be considered ready for shipment when it conforms to the tests specified in ASTM C 76.

4. Joint Materials

When installing storm sewers (or storm drains), the Contractor shall have the option of using joints with preformed flexible joint sealants or with rubber gaskets. Preformed flexible joint sealants for storm drain joints shall comply with ASTM C990, and rubber gaskets for storm drain joints shall comply with ASTM C 1619. Mortar shall not be used to seal pre-fabricated joints. Pipe manufacturer shall be responsible for submitting to the Owner a detailed design of the joint upon request. The pipe manufacturer shall be responsible for submitting to the Owner a complete list of joint sizes showing the minimum size of material to be used with each size joint, along with complete instructions on recommended installation procedures. Quality control testing at the manufacturing plant shall be in accordance with Texas Department of Transportation (TxDOT) Departmental Materials Specifications (DMS) 7310, "Reinforced Concrete Pipe And Machine-Made Precast Concrete Box Culvert Fabrication And Plant Qualification". The pipe manufacturer shall be verified as compliant with TxDOT DMS 7310 at time of pipe delivery to the jobsite.

a. Mortar

Mortar for joints shall meet the requirements set forth below in "Mortar".

b. Cold Applied Preformed Plastic Gaskets

Cold Applied Plastic Gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating or chemical action for its adhesive or cohesive strength and shall be supplied in extruded rope form of suitable cross section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's recommendations and sufficient to obtain squeeze-out around the joint. The gasket joint sealer shall be protected by a suitable removable wrapper that may be removed longitudinally without disturbing the joint sealer to facilitate application.

The chemical composition of the gasket joint sealing compound as shipped shall meet the following requirements:

Composition (% by weight)	Test Method	Typical Analysis
Bitumen (petroleum plastic content)	ASTM D 4	50-70
Ash-inert Mineral Water	Tex-526-C	30-50
Volatile Matter (at 325 F)	Tex-506-C	2.0 Maximum

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in 5 percent solution of caustic potash, a mixture of 5 percent hydrochloric acid, a 5 percent solution of sulfuric acid and a saturated H2S solution shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

Property	Test Method	Typical Analysis	
		Minimum	Maximum
Specific Gravity at 77 F	ASTM D 71	1.20	1.35
Ductility at 77F (cm) Minimum	Tex-503-C	5.0	
Softening point	Tex-505-C	275 F	
Penetration:			
32 F (300 g) 60 sec	Tex-502-C	75	
77 F (150 g) 5 sec	Tex-502-C	50	120
115 F (150 g) 5 sec	Tex-502-C		150
Flashpoint C.O.C. F	Tex-504-C	600 F	
Fire Point C.O.C. F	Tex-504-C	625 F	

When constructing wastewater lines, the Contractor shall use 0-ring gasket joints conforming to ASTM C 443. Just before making a joint, the ends of the pipe shall be clean, dry, free of blisters or foreign matter and shall be wire brushed. For O-ring joints, the gasket and the inside surface of the bell shall be lubricated with a light film of soft vegetable soap compound to facilitate assembly of the joint. The rubber O-ring gasket shall be stretched uniformly in the joint. Wedge seal type ("Forsheda" pre-lubricated) gaskets may be used if joint details submitted are approved; installation of such gaskets shall be in strict accordance with the manufacturer's recommendations, and shall be the sole element depended upon to make the joint flexible and watertight.

In wastewater lines no horizontal or vertical angles in the alignment of pipes shall be permitted unless indicated. The spigot shall be centered in the bell, the pipe pushed uniformly home and brought into true alignment. Bedding material shall be placed and tamped against pipe to secure the joint.

5. Bends

When horizontal or vertical angles in the alignment of storm sewers are indicated, the bend or angle shall be constructed by cutting on a bias one or both pipes as may be required for the alignment indicated. The pipe cut shall be sufficiently long to allow exposing the reinforcement, which shall be bent, welded and incorporated into the pipe bend and reinforced concrete collar to maintain the structural integrity. The collar shall be 6 inches minimum, reinforced with #4 bars on a 1 foot center both directions. Builder's hardware cloth may be used on the outside of the joint to aid in holding cementing materials in place. Plywood, fiberboard or other materials placed on the inside of the pipe as formwork shall be removed as soon as the joint materials have obtained initial set, after which the inside surface of the pipe joint shall be finished smooth and true to the line and grade established. The Contractor may use prefabricated bends meeting the specification requirements in lieu of field fabricated bends. All bends shall be watertight, have a smooth flow line and be equal or greater in strength to the adjacent pipe.

Horizontal or vertical changes in alignment in wastewater lines shall be accomplished by use of manholes. With the E/A's approval, horizontal changes in alignment may be made by the "Joint Deflection" method. Joint deflection is limited by regulations of the Texas Commission on Environmental Quality (TCEQ) to 80 percent of the maximum

recommended by the manufacturer; such deflection may not exceed 5 degrees at any joint. Changes in alignment using pipe flexure shall not be allowed.

6. Sulfide and Corrosion Control

All concrete pipe used for wastewater installations shall be protected from sulfide and corrosion damage by using limestone aggregate.

(d) Concrete Steel Cylinder (CSC) Pipe

1. General Requirements

The Contractor shall submit to the E/A for approval along with other required data a tabulated layout schedule with reference to the stationing and grade lines to be used.

The manufacturer shall furnish all fittings and special pieces required for closures, bends, branches, manholes, air valves, blow offs and connections to main line valves and other fittings as indicated.

Each pipe length, fitting and special joint shall have plainly marked on the bell end of the pipe, the head condition for which it is designed. In addition, marking shall be required to indicate the location of each pipe length or special joint in the line and such markings will be referenced to the layout schedules and drawings and submitted for approval.

Concrete steel cylinder fittings shall be tested as required by the applicable AWWA Standards.

2. Design and Inspection

Where not otherwise indicated, concrete steel cylinder pipe shall be Class 150, designed to withstand a vacuum of not less than 28 feet of water. Valve reducers, tees and outlets from a pipe run shall be designed and fabricated so that all stresses are carried by the steel forming the fitting or outlet.

Concrete steel cylinder pipe shall meet one of the following specifications:

AWWA C-301 - Any Size

AWWA C-303 - 24-inch maximum size

All pipe flanges shall conform to AWWA C-207, requirements for standard steel flanges of pressure classes corresponding to the pipe class.

Pipe to be installed in a tunnel or encasement shall be manufactured with 1 inch thick by 24-inch wide skid bands of mechanically impacted mortar in addition to the normal coating.

All concrete steel cylinder fittings shall be constructed of steel plate of adequate strength to withstand both internal pressure and external loading. Rod reinforcing shall not be used to figure the required steel area. The fittings shall have a concrete lining and 1 inch minimum coating of cement mortar, except that centrifugally spun lining need not be reinforced.

Minimum lining thickness shall be ½ inch for 16-inch pipe and ¾ inch for sizes larger than 16-inch pipe. Where it is impractical to place such concrete protection on interior surfaces of small outlets, 2 coats of "Bitumastic Tank Solution" shall be applied.

No fitting shall be made by cutting of standard pipe, except that outlets of less than 75 percent of the pipe diameter may be placed in a standard pipe. Beveled spigots may be placed on standard pipe.

3. Joint Materials

Joints shall be of the rubber gasket type conforming to the applicable standards. The inside and outside recesses between the bell and spigot shall be completely filled with Cement Grout in accordance with the pipe manufacturer's recommendations. Grout materials for jointing such pipe, unless otherwise indicated, shall be as described herein.

(e) Reserved

(f) Polyethylene Tubing

1. General

All polyethylene (PE) tubing shall be high density, high molecular weight plastic tubing meeting ASTM D2737; it shall be pressure rated at 200 psi working pressure and must bear the National Sanitation Foundation seal of approval for potable water service. Pipe manufacturers shall be listed on SPL WW-65.

2. Materials

Polyethylene plastics shall be Designation PE3408 (Grade P34 with hydrostatic design stress of 800 psi).

3. Markings

Permanent marking on the tubing shall include the following at intervals of not more than 5 feet:

Nominal tubing size.

Type of plastic material, i.e., PE 3408.

Dimension Ratio (SDR) and pressure rating in psi for water at 73.4 F (e.g., SDR-9, 200 psi).

ASTM D 2737 designation.

Manufacturer's name or trademark, code and seal of approval (NSF mark) of the National Sanitation Foundation.

Polyethylene tubing for reclaimed service lines shall be purple.

4. Tube Size

PE tubing shall be standard copper tube size outside diameter, with Standard Dimension Ratio (SDR) of 9.

(g) Copper Tubing

All copper service tubing shall be annealed seamless Type K water tube meeting ASTM B88 and rated at 150 psi working pressure. The tubing shall be homogenous throughout and free from cracks, holes, crimping, foreign inclusions or other defects. It shall be uniform in density and other physical properties. Copper tubing for reclaimed water shall be wrapped in purple polyethylene film wrap. Pipe manufacturers shall be listed on SPL WW-613.

(h) Service Connection Fittings

All fittings used in customer service connection - tapping mains, connecting meters, etc. - must be currently listed on the applicable Water and Wastewater Standard Products List (SPL WW-68), or called for in the City of Austin Standard Details (520 - series).

(i) Brass Goods

All brass valves, couplings, bends, connections, nipples and miscellaneous brass pipe fittings and accessories used in meter connections, service lines, air release piping assemblies, and wherever needed in the water distribution system, shall conform to the City of Austin Standards, Austin Water Utility Standard Products Lists, and AWWA C-800, except as herein modified or supplemented.

Unless otherwise noted, the goods described herein shall be fabricated of standard Red Brass (Waterworks Brass) meeting ASTM B62 or B584, alloy 83600, consisting of 85 percent copper and 5 percent each of tin, lead and zinc.

Exposed threads shall be covered with plastic caps or sheeting to protect the threads.

Brass goods of each type and class shall be compatible with other fittings in common usage for similar purposes. Where not otherwise indicated, all such materials shall meet the following requirements:

Inlet threads of corporation valves shall be AWWA iron pipe (IP) thread (male); outlets of service saddles shall be tapped with AWWA IP thread (female). AWWA IP threads shall conform to ANSI/ASME B1.20.1 as required by AWWA C800 for "General Purpose (Inch) Pipe Threads". For ¾" and 1″ sizes only, corporation valve inlet threads, and the internal threads of saddles may be the AWWA taper thread conforming to AWWA C800 Figure 1 and Table 6. External threads of corporation valve inlet must be compatible with internal threads of the service saddle.

Connections of all new tubing, and of tubing repairs wherever possible, shall be by compression fittings. Compression connections shall be designed to provide a seal and to retain the tubing, without slippage, at a working water pressure of 150 psig.

Flanges shall conform to ANSI B16.1, Class 125, as to dimensions, drillings, etc. Copper tubing, when used, shall be Type K tubing having dimensions and weights given in Table A.1 of AWWA C800.

Brass pipe shall conform to the weights and dimensions for Extra Strong pipe given in Table A.2 of AWWA C800.

All fittings shall be suitable for use at hydrostatic working pressures up to 150 psig (hydrostatic testing of installed systems is at 200 psig).

(j) Reserved

(k) Polyvinyl Chloride Potable/Reclaimed Water Pipe

1. General

All polyvinyl chloride (PVC) potable/reclaimed water pipe shall be of the rigid (UNPLASTICIZED) type and must bear the National Sanitation Foundation seal of approval for potable water pipe. Each joint of pipe shall consist of single continuous extrusion; bells or other components attached by solvent welding are not acceptable. Pipe shall be pressure rated at 200 psi (SDR-14).

Pipe shall have push-on, rubber gasket joints of the bell and spigot type with thickened integral bells with rubber gasket joints. The wall thickness of each pipe bell

and joint coupling must be greater than the standard pipe barrel thickness. Clearance must be provided in every gasket joint for both lateral pipe deflection and for linear expansion and contraction. Concrete thrust blocking shall be placed behind bends and tees. Concrete support cradles or blocking shall be required for support of all fire hydrants, valves and AWWA C110 fittings; such support shall be provided for AWWA C153 fittings when required by the E/A.

2. Applicable Specifications

Except as modified or supplemented herein, PVC pipe shall meet the following standards:

AWWA C-900, or SDR 14 for PVC Pressure Pipe, in 4, 6, 8 and 12 inch nominal sizes, having Cast Iron Pipe size outside diameters.

Fittings used with PVC Pressure pipe shall be AWWA C-110 or AWWA C-153 compact ductile iron fittings.

All pipe 4 inches and larger must be approved Underwriter's Laboratories for use in buried water supply and fire protection systems.

3. Material Requirements

All pipe and fittings shall be made from clean, virgin, NSF certified, Class 12454B PVC. Clean reworked materials generated from the manufacturers own production may be used within the current limits of the referenced AWWA C-900.

4. Marking

PVC for reclaimed piping shall be purple or wrapped in purple polyethylene film wrap.

Permanent marking on each joint of pipe shall include the following at intervals of not more than 5 feet:

Nominal pipe size and OD base (e.g., 4 CIPS).

Type of plastic material (e.g., PVC 12454B).

Standard Dimension Ratio and the pressure rating in psi for water at 73 F (e.g., SDR 18, 150 psi).

AWWA designation with which the pipe complies (e.g., AWWA C-900).

Manufacturer's name or code and the National Sanitation Foundation (NSF) mark.

5. Tracer Tape

Inductive Tracer Detection Tape shall be placed directly above the centerline of all non-metallic pipe a minimum of 12 inches below subgrade or, in areas outside the limits of pavement, a minimum of 18 inches below finished grade. The tracer tape shall be encased in a protective, inert, plastic jacket and color coded according to American Public Works Association Uniform Color Code. Except for minimum depth of cover, the tracer tape shall be placed according to manufacturer's recommendations. Manufacturers must be listed on SPL WW-597.

(l) Polyvinyl Chloride (PVC) Pipe (Nonpressure) and Fittings

1. General

PVC sewer and wastewater pipe and fittings 6 through 15 inch diameter shall conform to ASTM D 3034. Pipe shall have minimum cell classification of 12364 or 12454.

Fittings shall have cell classification of 12454 or 13343. Pipe stiffness shall be at least 115 psi as determined by ASTM D 2412. Pipe manufacturers shall be on SPL WW-227, and fitting manufacturers shall be on SPL WW-227B.

PVC sewer and wastewater pipe and fittings 18 through 27 inch diameter shall conform to ASTM F 679. Pipe shall have minimum cell classification of 12364 or 12454. Pipe stiffness shall be at least 72 psi as determined by ASTM D 2412. Pipe manufacturers shall be on SPL WW-227A, and fitting manufacturers shall be on SPL WW-227B.

2. Joints

PVC pipe and fitting shall have elastomeric gasket joints conforming to ASTM D 3212. Gaskets shall conform to ASTM F 477.

3. Pipe Markings

Pipe meeting ASTM D 3034 shall have permanent marking on the pipe that includes the following at intervals of not more than 5 feet:

Manufacturer's name and/or trademark and code.

Nominal pipe size.

PVC cell classification per ASTM D 1784.

The legend "SDR-_ _ PVC Sewer Pipe" (SDR 26, 23.5. or less is required)

The designation "ASTM D 3034"

Pipe meeting ASTM F 679 shall have permanent marking that includes the following at intervals of not more than 5 feet:

Manufacturer's name or trademark and code

Nominal pipe size

PVC cell classification per ASTM D 1784

Pipe stiffness designation "PS _ _ PVC Sewer Pipe" (PS of at least 72 is required

The designation "ASTM F 679"

4. Fitting Markings

Fittings meeting ASTM D 3034 shall have permanent marking that includes the following:

Manufacturer's name or trademark

Nominal size

The material designation "PVC"

The designation, "ASTM F 679"

Fittings meeting ASTM F 679 shall have permanent marking that includes the following:

Manufacturer's name or trademark and code

Nominal size

The material designation "PVC"

The designation "ASTM F 679"

5. Tracer Tape

Inductive Tracer Detection Tape shall be placed directly above the centerline of all non-metallic pipe a minimum of 12 inches below subgrade or, in areas outside the limits of pavement, a minimum of 18 inches below finished grade. The tracer tape shall be encased in a protective, inert, plastic jacket and color coded according to American Public Works Association Uniform Color Code. Except for minimum depth of cover, the tracer tape shall be placed according to manufacturer's recommendations. Manufacturers must be listed on SPL WW-597.

(m) Steel Pipe

1. Standard Weight

ASTM A 53, Schedule 40.

2. Extra Heavy Weight

Seamless ASTM A 53, Schedule 80.

3. Encasement Pipe

a. For direct-bury installations, pipe shall conform to ASTM A134 with minimum thickness of 3/8 inch (9.5 mm).

b. For jacked installations, pipe shall conform to requirements on drawings.

4. Fittings

Nipples and fittings extra strong Federal Specification WW-N 351 or WW-P 521.

5. Coatings

Black or galvanized as indicated.

(n) Welded Steel Pipe and Fittings for Water-Pipe

1. General Reference Standards Specification.

Specifications of the American Water Works Association (AWWA) listed below shall apply to this Section.

C-200 Steel Water Pipe 6 inches and larger.

C-205 Cement-Mortar Protective Lining and Coating for Steel Water Pipe, 4 inches and larger, Shop Applied.

C-206 Field Welding of Steel Water Pipe.

C-207 Steel Pipe Flanges for Waterworks Services, Sizes 4 inches through 144 inches.

C-208 Dimensions for Steel Water Pipe Fittings.

C-602 Cement-Mortar Lining of Water Pipelines, 4 inches and larger in Place.

2. Submittals

Furnish Shop Drawings, product data, design calculations and test reports as described below:

a. Certified copies of mill tests confirming the type of materials used in steel plates, mill pipe flanges and bolts and nuts to show compliance with the requirements of the applicable standards.

b. Complete and dimensional working drawings of all pipe layouts. Shop Drawings shall include the grade of material, size, wall thickness of the pipe and fittings, type and location of fittings and the type and limits of the lining and coating systems of the pipe and fittings.

c. Product data to show compliance of all couplings, supports, fittings, coatings and related items.

3. Job Conditions

a. The internal design pressure of all steel pipe and fittings shall be as indicated.

b. The interior of all steel pipe for potable water, 4 inches and larger, shall be cement-mortar lined.

4. Manufacturing

a. Description

Pipe shall comply with AWWA C-200.

(1) Circumferential deflection of all pipe in-place shall not exceed 2.0 percent of pipe diameter.

(2) Diameter

Nominal pipe diameter shall be the inside diameter of lining or pipe barrel, unless otherwise designated in Job Conditions.

b. Wall Thickness

(1) Steel pipe wall thickness shall be designed for the internal and external loads specified in this section. The cylinder thickness needed to resist internal pressure shall be based on an allowable stress in the steel equal to ½ the minimum yield stress of the material used.

5. Fittings

a. Welded

Fabricated steel fittings shall be of the same material as pipe and shall comply with AWWA C-208.

6. Flanges

a. Flanges shall comply with the requirements of AWWA C-207, Class D or Class E. The class shall be based on operating conditions and mating flanges of valves and equipment.

b. Gaskets shall be cloth-inserted rubber, 1/8 inch thick.

c. Flanges shall be flat faced with a serrated finish.

7. Pipe Joints

a. Lap Joints for Field Welding

(1) Lap joints for field welding shall conform to AWWA C-206. This item applies only to pipes 72 inches in diameter and larger.

(2) The bell ends shall be formed by pressing on a hydraulic expander or a plug die. After forming, the minimum radius of curvature of the bell end at any point shall not be less than 15 times the thickness of the steel shell. Bell ends shall be formed in a manner to avoid impairment of the physical properties of the steel shell. Joints shall permit a lap at least 1 ½ inches when assembled. The longitudinal or spiral weld on the inside of the bell end and the outside of the spigot end on each section of pipe shall be ground flush with the plate surface. The inside edge of the bell and the outside edge of the spigot shall be scarfed or lightly ground to remove the sharp edges or burrs.

b. Bell and Spigot Joints with O-Ring Gasket

(1) Bell and spigot joints with rubber gasket shall conform to AWWA C-200.

(2) The bell and spigot ends shall be so designed that when the joint is assembled, it will be self-centered and the gasket will be confined to an annular space in such manner that movement of the pipe or hydrostatic pressure cannot displace it. Compression of the gasket when the joint is completed shall not be dependent upon water pressure in the pipe and shall be adequate to ensure a watertight seal when subjected to the specified conditions of service. Bell and spigot ends shall be welded on preformed shapes. The bell and spigot ends shall conform to the reviewed Shop Drawings.

8. Interior and Exterior Protective Surface Coatings

a. Exterior Surface to be mortar coated shall conform to AWWA C-205 for shop application and AWWA C-602 for field application. Pipe materials shall be the product of an organization, which has had not less than 5 years successful experience manufacturing pipe materials, and the design and manufacture of the pipe, including all materials, shall be the product of one company.

b. All surfaces except as noted in c and d below shall receive shop application of mortar lining and coating.

c. Field Welded Joints. After installation, clean, line and coat unlined or uncoated ends adjacent to welded field joints, including the weld proper, as specified for pipe adjacent to the weld. Potable water only shall be used in the preparation of any cement, mortar, or grout lining.

d. Machined Surfaces. Shop coat machined surfaces with a rust preventative compound. After jointing surfaces, remaining exposed surfaces shall be coated per a) and b) above.

(o) Corrugated Metal Pipe

1. General

Pipe shall be corrugated continuous lock or welded seam helically corrugated pipe. Corrugated metal pipe may be galvanized steel, aluminized steel or aluminum conforming to the following:

Galvanized Steel AASHTO M 218

Aluminized Steel AASHTO M 274

Aluminum AASHTO M 197

Where reference is made herein to gage of metal, the reference is to U.S. Standard Gage for uncoated sheets. Tables in AASHTO M 218 and AASHTO M 274 list

thickness for coated sheets in inches. The Tables in AASHTO M 197 list thickness in inches for clad aluminum sheets.

Sampling and testing of metal sheets and coils used for corrugated metal pipe shall be in accordance with TXDOT Test Method Tex-708-I.

Damaged spelter coating shall be repaired by thoroughly wire brushing the damaged area and removing all loose, cracked or weld-burned spelter coating. The cleaned area shall be painted with a zinc dust-zinc oxide paint conforming to Federal Specifications TT-P 641b. Damaged pipe shall be rejected and removed from the project.

Damaged aluminized coating shall be repaired in accordance with the manufacturer's recommendations.

The following information shall be clearly marked on each section of pipe:

Thickness and corrugations

Trade Mark of the manufacturer

Specification compliance

2. Fabrication

a. Steel Pipe

Galvanized or aluminized steel pipe shall be full circle or arch pipe conforming to AASHTO M 36, Type I or Type II as indicated.

It may be fabricated with circumferential corrugations; lap joint construction with riveted or spot welded seams or it may be fabricated with helical corrugations with continuous helical lock seam or ultra high frequency resistance butt-welded seams.

b. Aluminum Pipe

Pipe shall conform to AASHTO M 196, Type I, circular pipe or Type II, pipe arch as indicated. It may be fabricated with circumferential corrugations; lap joint construction with riveted or spot welded seams or it may be fabricated with helical corrugations with a continuous helical lock seam.

Portions of aluminum pipe that are to be in contact with high chloride concrete or metal other than aluminum, shall be insulated from these materials by a coating of bituminous material. The coating applied to the pipe or pipe arch to provide insulation between the aluminum and other material shall extend a minimum distance of 1 foot beyond the area of contact.

3. Selection of Gages

The pipe diameter, permissible corrugations and required gauges for circular pipe shall be as indicated on the drawings.

For pipe arch, the span, rise, gage, corrugation size and coating thickness shall be as shown on the drawings. A tolerance of plus or minus 1 inch or 2 percent of equivalent circular diameter, whichever is greater, will be permissible in span and rise, with all dimensions measured from the inside crests of the corrugations.

4. Joint Material

Except as otherwise indicated, coupling bands and other hardware for galvanized or aluminized steel pipe shall conform to AASHTO M 36 for steel pipe and AASHTO M 196 for aluminum pipe. Field joints for each type of corrugated metal pipe shall maintain pipe alignment during construction and prevent infiltration of soil material during the life of the installation.

Coupling bands shall be not more than 3 nominal sheet thickness lighter than the thickness of the pipe to be connected and in no case lighter than 0.052 inch for steel or 0.048 inch for aluminum.

Coupling bands shall be made of the same base metal and coating (metallic or otherwise) as the pipe.

Coupling bands shall lap equally on each of the pipes being connected to form a tightly closed joint after installation.

Pipes furnished with circumferential corrugations shall be field jointed with corrugated locking bands. This includes pipe with helical corrugations, which has reformed circumferential corrugations on the ends. The locking bands shall securely fit into at least one full circumferential corrugation on each of the pipe ends being coupled. The minimum width of the corrugated locking bands shall be as shown below for the corrugation which corresponds to the end circumferential corrugations on the pipes being joined:

10½ inches wide for 2 2/3 inches × ½-inch corrugations.

12 inches wide for 3 inches × 1 inch or 5 inches × 1-inch corrugations.

Helical pipe without circumferential end corrugations will be permitted only when it is necessary to join a new pipe to an existing pipe, which was installed with no circumferential end corrugations. In this event pipe furnished with helical corrugations at the ends shall be field jointed with either helically corrugated bands or with bands with projections or dimples. The minimum width of helically corrugated bands shall conform to the following:

12 inches wide for pipe diameters up to and including 72 inches.

14 inches wide for 1 inch deep helical end corrugations.

Bands with projections shall have circumferential rows of projections with one projection for each corrugation. The width of bands with projections shall be not less than the following:

12 inches wide for pipe diameters up to and including 72 inches.

The bands shall have 2 circumferential rows of projections.

16¼ inches wide for pipe diameters of 78 inches and greater.

The bands shall have 4 circumferential rows of projections.

Unless otherwise indicated, all bolts for coupling bands shall be ½-inch diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts and bands greater than 12 inches wide shall have a minimum of 3 bolts.

Galvanized bolts may be hot dip galvanized conforming to AASHTO M 232, mechanically galvanized to provide the same requirements as AASHTO M 232 or electro-galvanized per ASTM A 164 Type RS.

5. Additional Coatings or Linings

a. Bituminous Coated

Bituminous Coated pipe or pipe arch shall be as indicated both as to base metal and fabrication and in addition shall be coated inside and out with a bituminous coating which shall meet the performance requirements set forth herein. The bituminous coating shall be 99.5 percent soluble in carbon bisulphide. The pipe shall be uniformly coated inside and out to a minimum thickness of 0.05 inch, measured on the crests of the corrugations.

The bituminous coating shall adhere to the metal tenaciously, shall not chip off in handling and shall protect the pipe from deterioration as evidenced by samples prepared from the coating material successfully meeting the Shock Test and Flow Test in accordance with Test Method Tex-522-C.

b. Paved Invert

Where a Paved Invert is indicated, the pipe or pipe arch, in addition to the fully coated treatment described above, shall receive additional bituminous material of the same specification as above, applied to the bottom quarter of the circumference to form a smooth pavement with a minimum thickness of 1/8 inch above the crests of the corrugations.

c. Cement Lined

(1) General

Except as modified herein, pipe shall conform to AASHTO M 36 for lock seam or welded helically corrugated steel pipe. Pipe shall be of full circle and shall be fabricated with two annular corrugations for purposes of joining pipes together with band couplers. Lock seams shall develop the seam strength as required in Table 3 of AASHTO M 36. Concrete lining shall conform to the following:

Composition

Concrete for the lining shall be composed of cement, fine aggregate and water that are well mixed and of such consistency as to produce a dense, homogeneous, non-segregated lining.

Cement

Portland Cement shall conform to AASHTO M 85.

Aggregate

Aggregates shall conform to AASHTO M 6 except that the requirements for gradation and uniformity of gradation shall not apply.

Mixture

The aggregates shall be sized, graded, proportioned and thoroughly mixed with such proportions of cement and water as will produce a homogenous concrete mixture of such quality that the pipe will conform to the design requirements indicated. In no case, however, shall the proportions of Portland Cement, blended cement or Portland Cement plus pozzolanic admixture be less than 470 lb/cu. yd of concrete.

Thickness

The lining shall have a minimum thickness of 1/8 inch above the crest of the corrugations.

Lining Procedures

The lining shall be plant applied by a machine traveling through a stationary pipe. The rate of travel of the machine and the rate of concrete placement shall be mechanically regulated so as to produce a homogenous nonsegregated lining throughout.

Surface Finish

The lining machine shall also mechanically trowel the concrete lining as the unit moves through the pipe.

Certification

Furnish manufacturer's standard certification of compliance upon request of the purchaser.

Joints

Pipe shall be joined together with coupling bands made from steel sheets to an indicated thickness of 0.064 inch (12 ga.). Coupling bands shall be formed with two corrugations that are spaced to provide seating in the third corrugation of each pipe end without creating more than ½ inch ± annular space between pipe ends when joined together.

Bands shall be drawn together by two ½ inch galvanized bolts through the use of a bar and strap suitably welded to the band.

When O-ring gaskets are indicated they shall be placed in the first corrugation of each pipe and shall be compressed by tightening the coupling band. Rubber O-ring gaskets shall conform to Section 5.9, ASTM C 361.

(2) Causes for Rejection

Pipe shall be subject to rejection on account of failure to conform to any of the indications. Individual sections of pipe may be rejected because of any of the following:

Damaged ends, where such damage would prevent making satisfactory joint.

Defects that indicate poor quality of work and could not be easily repaired in the field.

Severe dents or bends in the metal itself.

If concrete lining is broken out, pipe may be rejected or at the discretion of the E/A, repaired in the field in accordance with the manufacturer's recommendation.

Hairline cracks or contraction cracks in the concrete lining are to be expected and does not constitute cause for rejection.

d. Fiber Bonded

Where fiber bonded pipe is indicated, the pipe or pipe arch shall be formed from sheets whose base metal shall be as indicated. In addition, the sheets shall have been coated with a layer of fibers, applied in sheet form by pressing them into a molten metallic bonding. If a paved invert is indicated it shall be in accordance with the procedure outlined above. The test for spelter coating above is waived for fiber bonded pipe.

6. Slotted Drain Storm Sewers

The pipes for the slotted drain and slotted drain outfall shall be helically corrugated, lock seam or welded seam pipe. Materials and fabrication shall be in accordance with the above. The metal thickness shall be a minimum 16 gage.

The chimney assemblies shall be constructed of 3/16 inch welded plate or machine formed 14 gage galvanized steel sheets. The height of the chimney required shall be as indicated. Metal for the welded plate slot shall meet the requirements of ASTM A 36 and the completed plate slot shall be galvanized after fabrication in accordance with ASTM A 123.

Weld areas and the heat affected zones where the slot is welded to the corrugated pipe shall be thoroughly cleaned and painted with a good quality asphalt base aluminum paint.

7. Mortar

Mortar shall be composed of 1 part Type I Portland Cement and 2 parts clean, sharp mortar sand suitably graded for the purpose and conforming in other respects to the provisions for fine aggregate of Item No. 403, "Concrete for Structures". Hydrated lime or lime putty may be added to the mix, but in no case shall it exceed 10 percent by weight of the total dry mix.

(9) Geotextile Filter Fabric for Pipe Bedding Material

Geotextile filter fabric for pipe bedding material shall be Hanes Geo Components - TerraTex NO4.5 (AOS US Standard Sieve 70) geotextile fabric or approved equal.

510.3 - Construction Methods

(1) General

Prior to commencing this Work, all erosion control and tree protection measures required shall be in place and all utilities located and protected as set forth in "General Conditions". Clearing the site shall conform to Item No. 102S, "Clearing and Grubbing". Maintenance of environmental quality protection shall comply with all requirements of "General Conditions" and Item No. 601S, "Salvaging and Placing Topsoil".

The Contractor shall Work such that a reasonable minimum of disturbance to existing utilities will result. Particular care shall be exercised to avoid the cutting or breakage of all existing utilities. If at any time the Contractor's operations damage the utilities in place, the Contractor shall immediately notify the owner of the utility to make the necessary repairs. When active wastewater sewer lines are cut in the trenching operations, temporary flumes shall be provided across the trench while open and the lines shall be restored when the backfilling has progressed to the original bedding lines of the sewer so cut.

The Contractor shall inform utility owners sufficiently in advance of the Contractor's operations to enable such utility owners to reroute, provide temporary detours or to make other adjustments to utility lines in order that the Contractor may Work with a minimum of delay and expense. The Contractor shall cooperate with all utility owners concerned in effecting any utility

adjustments necessary and shall not hold the City liable for any expense due to delay or additional Work because of conflicts arising from existing utilities.

The Contractor shall do all trenching in accordance with the provisions and the directions of the E/A as to the amount of trench left unfilled at any time. All excavation and backfilling shall be accomplished as indicated and in compliance with State Statutes.

Where excavation for a pipe line is required in an existing City street, a street cut permit is required and control of traffic shall be as indicated in accordance with the Texas Manual on Uniform Traffic Control Devices.

Wherever existing utility branch connections, sewers, drains, conduits, ducts, pipes or structures present obstructions to the grade and alignment of the pipe, they shall be permanently supported, removed, relocated or reconstructed by the Contractor through cooperation with the owner of the utility, structure or obstruction involved. In those instances where their relocation or reconstruction is impractical, a deviation from line and grade will be ordered by the E/A and the change shall be made in the manner directed.

Adequate temporary support, protection and maintenance of all underground and surface utility structures, drains, sewers and other obstructions encountered in the progress of the Work shall be furnished by, and at the expense of, the Contractor and as approved by the E/A.

Where traffic must cross open trenches, the Contractor shall provide suitable bridges in conformance with Standard 804S-4. Adequate provisions shall be made for the flow of sewers; drains and watercourses encountered during construction and any structures, which may have been disturbed, shall be satisfactorily restored upon completion of Work.

When rainfall or runoff is occurring or is forecast by the U.S. Weather Service, the Contractor shall not perform or attempt any excavation or other earth moving Work in or near the flood plain of any stream or watercourse or on slopes subject to erosion or runoff, unless given specific approval by the E/A. When such conditions delay the Work, an extension of time for working day contracts will be allowed in accordance with "General Conditions".

(2) Water Line/New Wastewater Line Separation

Separation between water, reclaimed water, and wastewater lines shall be provided as shown in the Drawings.

Crossings of water, reclaimed water, and wastewater lines shall conform to details in the Drawings.

Wastewater manholes within 9 feet of water and reclaimed water lines shall be made watertight according to details in the Drawings.

(3) Utility and Storm Sewer Crossings

When the Contractor installs a pipe that crosses under a utility or storm sewer structure and the top of the pipe is within 18 inches of the bottom of the structure, the pipe shall be backfilled as shown in the Drawings. When the Contractor installs a pipe that crosses under a utility or storm sewer structure that is not shown in the Drawings, the pipe shall be backfilled as directed by the Engineer. Payment for backfilling pipe at utility or storm sewer structures not shown in the Drawings shall be by Change Order.

(4) Trench Excavation

Excavation in a paved street shall be preceded by saw cutting completely through any asphaltic cement concrete or Portland cement concrete surface, base, or subbase to the underlying subgrade. This requirement shall not apply to excavations made with trenching machines that use a rotating continuous belt or chain for cutting and removing of material.

Underground piped utilities shall be constructed in an open cut in accordance with Federal regulations, applicable State Statutes conforming to Item No. 509S, "Excavation Safety Systems" and with a trench width and depth described below. When pipe is to be constructed in fill above the natural ground, Contractor shall construct embankment to an elevation not less than one foot above the top of the pipe, after which trench is excavated. Required vertical sides shall be sheeted and braced as indicated to maintain the sides of the required vertical excavation throughout the construction period. Adequacy of the design of sheeting and bracing shall be the responsibility of the Contractor's design professional. The Contractor shall be responsible for installation as indicated. After the pipe has been laid and the backfill placed and compacted to 12 inches above the top of the pipe, any sheeting, shoring and bracing required may be removed with special care to insure that the pipe is not disturbed. As each piece of sheeting is removed, the space left by its removal must be thoroughly filled and compacted with suitable material and provisions made to prevent the sides of the trench from caving until the backfill has been completed. Any sheeting left in place will not be paid for and shall be included in the unit price bid for pipe.

(5) Trench Width

Trenches for water, reclaimed, and wastewater lines shall have a clear width on each side beyond the outside surfaces of the pipe bell or coupling of not less than 6 inches nor more than 12 inches.

Trenches for Storm Sewers up to 42 inches shall have a width of 1 foot on each side beyond the outside surfaces of the pipe. Pipes more than 42 inches shall have a trench width not to exceed 18 inches on each side beyond the outside surfaces of the pipe.

If the trench width within the pipe zone exceeds this maximum, the entire pipe zone shall be refilled with approved backfill material, thoroughly compacted to a minimum of 95 percent of maximum density as determined by TxDOT Test Method Tex-114-E and then re-excavated to the proper grade and dimensions. Excavation along curves and bends shall be so oriented that the trench and pipe are approximately centered on the centerline of the curve, using short lengths of pipe and/or bend fittings if necessary.

For all utilities to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than 1 foot above the top of the utility after which excavation for the utility shall be made.

(6) Trench Depth and Depth of Cover

All pipe and in-line appurtenances shall be laid to the grades indicated. The depth of cover shall be measured from the established finish grade, natural ground surface, subgrade for staged construction, street or other permanent surface to the top or uppermost projection of the pipe.

(a) Where not otherwise indicated, all potable/reclaimed water piping shall be laid to the following minimum depths:

1. Potable/reclaimed water piping installed in undisturbed ground in easements of undeveloped areas, which are not within existing or planned streets, roads or other traffic areas shall be laid with at least 36 inches of cover.

2. Potable/reclaimed water piping installed in existing streets, roads or other traffic areas shall be laid with at least 48 inches of cover below finish grade.

3. Unless approved by the E/A, installation of potable/reclaimed water piping in proposed new streets will not be permitted until paving and drainage plans have been approved and the roadway traffic areas excavated to the specified or standard paving subgrade, with all parkways and sidewalk areas graded according to any applicable provisions of the drainage plans or sloped upward from the curb line to the right-of-way line at a minimum slope of ¼ inch per foot. Piping and appurtenances installed in such

proposed streets shall be laid with at least 36 inches of cover below the actual subgrade.

(b) Where not otherwise indicated, all wastewater piping shall be laid to the following minimum depths:

1. Wastewater piping installed in natural ground in easements or other undeveloped areas, which are not within existing or planned streets, roads or other traffic areas shall be laid with at least 42 inches of cover.

2. Wastewater piping installed in existing streets, roads or other traffic areas shall be laid with at least 66 inches of cover.

3. Wastewater piping installed in such proposed streets shall be laid with at least 48 inches of cover below the actual subgrade.

(7) Classification of Excavation

Excavation will not be considered or paid for as a separate item of Work, so excavated material will not be classified as to type or measured as to quantity. Full payment for all excavation required for the construction shall be included in the various unit or lump sum Contract prices for the various items of Work installed, complete in place. No extra compensation, special treatment or other consideration will be allowed due to rock, pavement, caving, sheeting and bracing, falling or rising water, working under and in the proximity of trees or any other handicaps to excavation.

(8) Dewatering Excavation

Underground piped utilities shall not be constructed or the pipe laid in the presence of water. All water shall be removed from the excavation prior to the pipe placing operation to insure a dry firm granular bed on which to place the underground piped utilities and shall be maintained in such unwatered condition until all concrete and mortar is set. Removal of water may be accomplished by bailing, pumping or by a well-point installation as conditions warrant.

In the event that the excavation cannot be dewatered to the point where the pipe bedding is free of mud, a seal shall be used in the bottom of the excavation. Such seal shall consist of Class B concrete, conforming to Item No. 403, "Concrete for Structures", with a minimum depth of 3 inches.

(9) Trench Conditions

Before attempting to lay pipe, all water, slush, debris, loose material, etc., encountered in the trench must be pumped or bailed out and the trench must be kept clean and dry while the pipe is laid and backfilled. Where needed, sump pits shall be dug adjoining the trench and pumped as necessary to keep the excavation dewatered.

Backfilling shall closely follow pipe laying so that no pipe is left exposed and unattended after initial assembly. All open ends, outlets or other openings in the pipe shall be protected from damage and shall be properly plugged and blocked watertight to prevent the entrance of trench water, dirt, etc. The interior of the pipeline shall at all times be kept clean, dry and unobstructed.

Where the soil encountered at established footing grade is a quicksand, saturated or unstable material, the following procedure shall be used unless other methods are indicated:

All unstable soils shall be removed to a depth of a minimum 2 feet below bottom of piped utility or as required to stabilize the trench foundation. Such excavation shall be carried out for the entire trench width.

All unstable soil so removed shall be replaced with a concrete seal, foundation rock or coarse aggregate materials placed across the entire trench width in uniform layers not to exceed 6

inches, loose measure and compacted by mechanical tamping or other means which shall provide a stable foundation for the utility.

Forms, sheathing and bracing, pumping, additional excavation and backfill required in unstable trench conditions shall be included in the unit price bid for pipe.

(10) Blasting

All blasting shall conform to the provisions of the "General Conditions" and/or "Public Safety and Convenience".

(11) Removing Old Structures

When out of service masonry structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the trench and to a depth of 1 foot below the bottom of the trench. When abandoned inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new sewers, such manholes and inlets within the construction limits shall be removed completely to a depth 1 foot below the bottom of the trench. In each instance, the bottom of the trench shall be restored to grade by backfilling and compacting by the methods provided above. Where the trench cuts through storm or wastewater sewers which are known to be abandoned, these sewers shall be cut flush with the sides of the trench and blocked with a concrete plug in a manner satisfactory to the E/A. When old structures are encountered, which are not visible from the existing surface and are still in service, they shall be protected and adjusted as required to the finished grade.

(12) Lines and Grades

Grades, lines and levels shall conform to the General Conditions and/or "Grades, Lines and Levels". Any damage to the above by the Contractor shall be re-established at the Contractor's expense. The Contractor shall furnish copies of all field notes and "cut sheets" to the City.

The location of the lines and grades indicated may be changed only by direction of the E/A. It is understood that the Contractor will be paid for Work actually performed on the basis of the unit Contract prices and that the Contractor shall make no claim for damages or loss of anticipated profits due to the change of location or grade.

All necessary batter boards or electronic devices for controlling the Work shall be furnished by, and at the expense of, the Contactor. Batter boards shall be of adequate size material and shall be supported substantially. The boards and all location stakes must be protected from possible damage or change of location. The Contractor shall furnish good, sound twilled lines for use in achieving lines and grades and the necessary plummets and graduated poles.

The Contractor shall submit to the E/A at least 6 copies of any layout Drawings from the pipe manufacturer for review and approval. The Contractor shall submit the layout Drawings at least 30 days in advance of any actual construction of the project. The E/A will forward all comments of the review to the Contractor for revision. Revisions shall be made and forwarded to the E/A for his acceptance. Prior to commencement of the Project, reviewed layout Drawings will be sent to the Contractor marked for construction.

Should the Contractor's procedures not produce a finished pipe placed to grade and alignment, the pipe shall be removed and relayed and the Contractors procedures modified to the satisfaction of the E/A. No additional compensation shall be paid for the removal and relaying of pipe required above.

(13) Surplus Excavated Materials

Excess material or material which cannot be made suitable for use in embankments will be declared surplus by the E/A and shall become the property of the Contractor to dispose of off site at a permitted fill site, without liability to the City or any individual. Such surplus material

shall be removed from the Work site promptly following the completion of the portion of the utility involved.

(14) Pipe Bedding Envelope

Pipe shall be installed in a continuous bedding envelope of the type shown on the drawings or as described herein. The envelope shall extend the full trench width, to a depth of at least 6 inches (150 mm) below the pipe and to a depth of the springline of storm water pipe and at least 12 inches (300 mm) above water, reclaimed, and wastewater pipe.

(a) Standard Bedding Materials

USE/PIPE MATERIAL	Cement Stabilized Backfill	Natural or Mf'd Sand	Pea Gravel	PIPE BEDDING STONE			
				Uncrushed Gravel	Crushed Gravel	Crushed Stone	Stone Screenings
WATER and RECLAIMED WATER							
Welded Steel	X					X	
Service Tubing ¾″ to 2½″		X	X				X
WATER and RECLAIMED WATER (Ductile Iron)							
Up to 15 Inch ID		X	X	X			X
Larger Than 15 Inch ID			X	X			
WATER and RECLAIMED WATER (PVC only) and WASTEWATER							
Up to 15 Inch ID		X	X	X	X	X	X
Larger Than 15 Inch ID			X	X	X	X	
STORMWATER							
Concrete		X	X	X	X	X	X
Metal		X	X	X			X

(b) General requirements and limitations governing bedding selection.

(1) Crushed gravel or crushed stone shall not be used with polyethylene tubing or polyethylene film wrap.

(2) Uncrushed gravel may be used with polyethylene film wrap in trenches up to 6 feet deep and in deeper trenches where ample trench width, a tremmie, or conditions will allow controlled placement of the gravel without damaging the polyethylene wrap.

(3) Bedding shall be placed in lifts not exceeding 8 inches loose thickness and compacted thoroughly to provide uniform support for the pipe barrel and to fill all voids around the pipe.

(4) Pea Gravel or bedding stone shall be used in blasted trenches.

(c) Requirements to prevent particle migration.

Bedding material shall be compatible with the materials in the trench bottom, walls and backfill so that particle migration from, into or through the bedding is minimized. The E/A may require one or more of the following measures to minimize particle migration: use of impervious cut-off collars; selected bedding materials, such as pea gravel or bedding stone mixed with sand; filter fabric envelopment of the bedding; cement stabilized backfill; or other approved materials or methods. Measures to minimize particle migration will be shown on the Drawings or designated by the E/A, and, unless provisions for payment are provided in the contract documents, the cost of these measures shall be agreed by change order. The following limitations shall apply.

(1) Sand, alone, shall not be used in watercourses, in trenches where groundwater is present, or in trenches with grades greater than 5 percent.

(2) 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.

(3) Each gravel or bedding stone, alone, shall not be used where the trench bottom, sides, or backfill is composed of non-cementitious, silty or sandy soils having plasticity indices less than 20, as determined by the E/A.

(4) Sand, alone, shall not be used for installation of concrete storm water pipe unless the bedding envelope is wrapped with a geotextile membrane and the joints of the stormdrain conduit are wrapped to prevent the migration of fines into the bedding envelope and into the stormdrain conduit.

(5) For concrete storm water pipe, if pea gravel, uncrushed gravel, crushed gravel, crushed stone, or combination thereof is used for pipe bedding material, a geotextile filter fabric shall be placed around the perimeter of the joint.

(15) Laying Pipe

No pipe shall be installed in the trench until excavation has been completed, the bottom of the trench graded and the trench completed as indicated.

Laying of corrugated metal pipes on the prepared foundation shall be started at the outlet end with the separate sections firmly joined together, with outside laps of circumferential joints pointing upstream and with longitudinal laps on the sides. Any metal in joints, which is not protected by galvanizing, shall be coated with suitable asphaltum paint. Proper facilities shall be provided for hoisting and lowering the sections of pipe into the trench without damaging the pipe or disturbing the prepared foundation and the sides of the trench. Any pipe which is not in alignment or which shows any undue settlement after laying or damage, shall be taken up and re-laid without extra compensation.

Multiple installations of corrugated pipe or arches shall be laid with the centerlines of individual barrels parallel. When not otherwise indicated, clear distances of 2 feet between outer surfaces of adjacent pipes shall be maintained.

No debris shall remain in the drainways or drainage structures.

All recommendations of the manufacturer shall be carefully observed during handling and installation of each material. Unless otherwise indicated, all materials shall be delivered to the project by the manufacturer or agent and unloaded as directed by the Contractor. Each piece shall be placed facing the proper direction near to where it will be installed.

The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign matter at all times and stored in a manner that will protect them from damage. Stockpiled materials shall be stacked so as to minimize entrance of foreign matter.

The interior of all pipeline components shall be clean, dry and unobstructed when installed.

Piping materials shall not be skidded or rolled against other pipe, etc. and under no circumstances shall pipe, fittings or other accessories be dropped or jolted.

During handling and placement, materials shall be carefully observed and inspected and any damaged, defective or unsound materials shall be marked, rejected and removed from the job site. Minor damage shall be marked and repaired in a manner satisfactory to the E/A. Joints, which have been placed, but not joined, backfilled, etc., shall be protected in a manner satisfactory to the E/A.

(16) Assembling of Pipe

Angular spacing of all joints shall meet the manufacturer's recommendations for the pipe and accessories being used. Side outlets shall be rotated so that the operating stems of valves shall be vertical when the valves are installed. Pressure pipe shall be laid with bell ends facing the direction of pipe installation. Pipe end bells shall be placed upgrade for all wastewater lines.

Orientation marks, when applicable, shall be in their proper position before pipe is seated.

Before joining any pipe, all foreign matter, lumps, blisters, excess coal tar coating, oil or grease shall be removed from the ends of each pipe and the pipe ends shall then be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

Every precaution shall be taken to prevent foreign material from entering the pipe during installation. No debris, tools, clothing or other materials shall be placed in the pipe.

(17) Joints

(a) Mortar (Storm Drain joints only)

Pipe ends shall be clean, free of asphalt or other contaminants, which will inhibit the bond of the mortar to the pipe. The pipe ends shall be moistened immediately prior to placing the mortar in the joint.

(b) Cold Applied Preformed Plastic Gaskets (Storm Drain joints only)

The pipe ends shall be clean and the joint material applied to the dry pipe. In cold weather, the joint material shall be heated to facilitate the seal of the joint.

(c) O-Ring and Push-on Joints

Just before making a joint the ends of the pipe shall be clean, dry, free of any foreign matter, lump blisters, excessive coal tar coating and grease or oil and shall be wire brushed. The gasket and the inside surface of the bell shall be lubricated with a light film of soft vegetable soap compound (Flax Soap) to facilitate telescoping the joints. The rubber gasket if not factory installed shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove. The spigot shall be centered in the bell, the pipe pushed home uniformly and brought into true alignment. Bedding material shall be placed and tamped against pipe to secure the joint. Care should be taken to prevent dirt or foreign matter from entering the joint space.

(d) Bolted Joints

All flanged, mechanical or other bolted joints shall be joined with nuts and bolts and be coated as indicated above in Iron Pipe.

(e) Storm Drain Joints

Storm drain joints sealed with preformed flexible joint sealants shall be provided and installed in compliance with ASTM C990. Storm drain joints sealed with rubber gaskets

shall comply with ASTM C443 Install joint sealants in accordance with the pipe and joint sealant manufacturers' recommendations. Place the joint sealer so that no dirt or other deleterious materials come in contact with the joint sealing material. Pull or push home the pipe with enough force to properly seal the joint with the final joint opening (gap) on the inside of the installed pipe being less than or equal to the pipe manufacturer's recommended dimensions. Protrusion of joint material greater than 1/8 " into the interior of the pipe will not be accepted. Excess joint material will be removed to within 1/8 "of pipe surface. Observe joint sealant manufacturer's recommendations for installation temperature of the joint sealant. Apply joint sealant to pipe joint immediately before placing pipe in trench, and then connect pipe to previously laid pipe.

If inspection (video or other means) reveal C-990 joints that show signs of backfill infiltration, or where joints or conduits exhibit excessive joint gap or are otherwise defective, then the contractor has the following options:

1. Conduits less than 36-inches in any dimension: pour a concrete collar around the joint or wrap joint with a wrap meeting requirements of ASTM C-877 or approved equal.
2. Conduits greater than or equal to 36-inches in all dimensions: repair joints using joint repair techniques recommended by the manufacturer to achieve a completed system that meets all Contract requirements.

(18) Pressure Pipe Laying

(a) Grout for Concrete Steel Cylinder Pipe (CSC) and Welded Steel Pipe

Aggregate, cement, etc., shall be as indicated in "Mortar" herein. Potable water shall be used in the preparation of any cement, mortar, or grout lining.

Grout shall be poured into the recess between the bell and spigot on the outside of the pipe and contained by a joint wrapper ("diaper") recommended by the pipe manufacturer. The wrapper shall have a minimum width of 7 inches for 30 inch and smaller and 9 inches for larger pipe, secured to the pipe by "Band Iron" steel straps. The grout shall be poured in one continuous operation in such manner that after shrinkage and curing the joint recess shall be completely filled.

Mortar for the inside recess shall be of the consistency of plaster. The inside recess between the bell and spigot shall be filled with mortar after the pipe joint on either side of the recess has been backfilled and well tamped with no less than one pipe joint installed ahead of the pipe forming the recess. The mortar shall completely fill the recess and shall be trowelled and packed into place and finished off smooth with the inside of the pipe.

The Contractor shall inspect the joint after the mortar has set and make repairs of any pockets, cracks or other defects caused by shrinkage to the satisfaction of the E/A. The inside surface shall be cleared of any mortar droppings, cement, water, slurry, etc., before they have become set and shall be cleared of any other foreign matter. The inside surface of the pipe shall be left clean and smooth.

Pipe shall be handled at all times with wide non abrasive slings, belts or other equipment designed to prevent damage to the coating and all such equipment shall be kept in such repair that its continued use is not injurious to the coating. The use of tongs, bare pinch-bars, chain slings, rope slings without canvas covers, canvas or composition belt slings with protruding rivets, pipe hooks without proper padding or any other handling equipment, which the E/A deems to be injurious to the coating, shall not be permitted. The spacing of pipe supports required to handle the pipe shall be adequate to prevent cracking or damage to the cement mortar lining.

(19) Placing Pipe in Tunnels

Piping installed as a carrier pipe in a tunnel, encasement pipe, etc., shall have uniform alignment, grade, bearing and conform to the reviewed Shop Drawings. All necessary casing spacers, bedding material, grout cradle or paving, bracing, blocking, etc., as stipulated by the Contract or as may be required to provide and maintain the required pipe alignment and grade, shall be provided by the Contractor at no cost except as provided by the Bid Items. This shall include casing spacers acceptable to the Owner attached to the carrier pipe in accordance with the manufacturer's recommendations. The insertion pushing forces shall not exceed the pipe manufacturer's recommendation. Such carrier piping shall have flexible bolted or gasketed push-on joints or Concrete Steel Cylinder pipe installed as follows:

(a) 21 Inch Pipe and Smaller

Prior to placing the pipe in the tunnel, the inside joint recess at the bell shall be buttered with cement mortar.

After the joint is engaged, the excess mortar shall be smoothed by pulling a tight fitting swab through the joint. Cement mortar protection shall then be placed in the normal manner to the exterior of the joint and allowed to harden sufficiently to avoid dislodgment during installation. If time is of the essence, a quick setting compound may be used.

(b) 24 Inch Pipe and Larger

Each length of pipe shall be pushed into the tunnel as single units. A flexible mastic sealer shall be applied to the exterior of the joint prior to joint engagement. The surfaces receiving the mastic sealer shall be cleaned and primed in accordance with the manufacturer's recommendation. Sufficient quantities of the mastic sealer shall be applied to assure complete protection of all steel in the joint area. The interior of the joint shall be filled with cement mortar in the normal manner after the pipe is in its final position within the tunnel.

(20) Temporary Pipe Plugs, Caps, Bulkheads and Trench Caps

Temporary plugs, caps or plywood bulkheads shall be installed to close all openings of the pipe and fittings when pipeline construction is not in progress.

All temporary end plugs or caps shall be secured to the pipe as provided under Item No. 507, "Bulkheads".

Trench caps shall be reinforced Class D concrete as indicated.

(21) Corrosion Control

(a) Protective Covering

Unless otherwise indicated, all flanges, nuts, bolts, threaded outlets and all other iron or steel components buried and in contact with earth or backfill shall be wrapped with 8-mil (minimum) polyethylene film meeting ANSI/AWWA C-105 to provide a continuous wrap.

(22) Pipe Anchorage, Support and Protection

Pressure pipeline tees, plugs, caps and bends exceeding 22½ degrees; other bends as directed shall be securely anchored by suitable concrete thrust blocking or by approved metal harness. Unless otherwise indicated, on 24 inch or larger piping, all bends greater than 11 ¼ degrees shall be anchored as described herein.

Storm sewers on steep grades shall be lugged as indicated.

(a) Concrete Thrust Blocking

Concrete for use as reaction or thrust blocking shall be Class B conforming to Item No. 403, "Concrete for Structures".

Concrete blocking shall be placed between solid ground and the fitting to be anchored. The area of bearing on the pipe and on the ground shall be as indicated or directed by the E/A. The blocking shall, unless otherwise indicated, be so placed that the pipe, fittings and joints will be accessible for repair.

The trench shall be excavated at least 6 inches outside the outermost projections of the pipe or appurtenance and the trench walls shaped or undercut according to the detail Drawings or as required to provide adequate space and bearing area for the concrete.

The pipe and fittings shall be adequately weighted and laterally braced to prevent floating, shifting or straining of the pipeline while the concrete is being placed and taking initial set. The Contractor shall be solely responsible for the sufficiency of such restraints.

(b) Metal Thrust Restraint

Fabricated thrust restraint systems such as those described below may be approved for use instead of concrete blocking. To obtain approval, the project Drawings must include sufficient drawings, notes, schedules, etc., to assure that the proposed restraints as installed will be adequate to prevent undesirable movement of the piping components. Such restraint systems may only be used where and as specifically detailed and scheduled on approved Project Drawings.

1. Thrust Harness

   A metal thrust harness of tie rods, pipe clamps or lugs, turnbuckles, etc., may be approved. All carbon steel components of such systems, including nuts and washers, shall be hot-dip galvanized; all other members shall be cast ductile iron. After installation, the entire assembly shall be wrapped with 8-mil polyethylene film, overlapped and taped in place with duct tape to form a continuous protective wrap.

2. Restrained Joints

   Piping or fitting systems utilizing integral mechanically restrained joints may be approved. All components of such systems shall be standard manufactured products fabricated from cast ductile iron, hot-dip galvanized steel, brass or other corrosion resistant materials and the entire assembly shall be protected with a continuous film wrap as described for 1. above. Manufacturers of pipe with restrained joints integral to the pipe shall be listed on SPL WW-27F. All pipe and fitting systems with restrained joints shall be identified by applying an adhesive-backed warning tape to the top of the pipe and for the full length of the pipe, regardless of the type of pipe. For plastic pipes the warning tape shall be applied directly to the top of the pipe. For metal pipes and fittings the warning tape shall be applied to the top of the polyethylene film wrap. The warning tape shall conform to 510.2(8)(b)5.

   Location, configuration and description of such products shall be specifically detailed on the Drawings. (Add-on attachments such as retainer glands, all-thread rods, etc., are not acceptable.)

(c) Concrete Encasement, Cradles, Caps and Seals

When trench foundation is excessively wet or unstable or installation of water or wastewater pipe will result in less than 30 inches of cover, Contractor shall notify E/A. E/A may require Contractor to install a concrete seal, cradle, cap, encasement or other appropriate action.

All concrete cap, etc., shall be continuous and begin and end within 6 inches of pipe joints. Concrete cap, cradle and encasement shall conform to City of Austin Standard No. 510S-1, "Concrete Trench Cap". The pipe shall be well secured to prevent shifting or flotation while the concrete is being placed.

(d) Anchorage Bulkheads

Concrete bulkheads keyed into the undisturbed earth shall be placed as indicated to support and anchor the pipe and/or backfill against end thrust, slippage on slopes, etc. Concrete material and placement shall be Class A, Item No. 403, "Concrete for Structures".

(e) Trench Caps, Concrete Rip-Rap and Shaped Retards

Where called for by the Contract or as directed by the E/A, concrete trench caps, concrete rip-rap and/or shaped retards shall be placed as detailed by the Drawings as protection against erosion. Concrete material and placement shall be Class B, Item No. 403, "Concrete for Structures".

(23) Wastewater Connections

(a) Connections to Mains 12 Inches and Smaller

All branch connections of new main lines shall be made by use of manholes.

Service stubs shall be installed as indicated. Minimum grade shall be 1 percent downward to main and minimum cover shall be 4½ feet at the curb. Standard plugs shall be installed in the dead end before backfilling.

Where a service connection to a main 12 inches or smaller is indicated, a wye, tee or double wye shall be installed.

Where a service connection to a main 15 inches or larger is indicated, a field tap may be made with the pipes installed crown to crown. The tap should be made conforming to the pipe manufacturer's recommendations with the E/A's approval.

Where not otherwise indicated, (wastewater) service connections shall be installed so that the outlet is at an angle of not more than 45 degrees above horizontal at the main line.

(b) Connections to the Existing System

Unless otherwise specified by the E/A, all connections made to existing mains shall be made at manholes with the crown of the inlet pipe installed at the same elevation as the crown of the existing pipe. Service stubs installed on the existing system shall be installed by use of tapping saddles unless otherwise approved by the E/A. Extreme care shall be exercised to prevent material from depositing in the existing pipe as the taps are being made.

When connections to existing mains are made, a temporary plug approved by the E/A must be installed downstream in the manhole to prevent water and debris from entering the existing system before Final Completion. These plugs shall be removed after the castings are adjusted to finish grade or prior to Final Completion.

(c) Connecting Existing Services to New Mains

Where wastewater services currently exist and are being replaced from the main to the property line, those services shall be physically located at the property line prior to installing any new mains into which the services will be connected. Where wastewater services currently exist but are not being replaced to the property line, those services shall be physically located at the point of connection between the new and existing pipes prior to installing any new mains into which the services will be connected.

(24) Potable or Reclaimed Water System Connections

All necessary connections of new piping or accessories to the existing potable or reclaimed water system shall be made by, and at the expense of, the Contractor. To minimize any

inconvenience from outages, the Contractor shall schedule all such connections in advance and such schedule must be approved by the E/A before beginning any Work.

(a) Shutoffs

The City will make all shutoffs on existing potable or reclaimed water mains. The Contractor shall be required to notify the Owner's Representative in writing a least twenty five (25) Calendar Days prior to the anticipated date for a wet-connection. The Owner's Representative is defined as the City Inspector. The Owner's Representative will notify any affected utility customers at least 48 hours prior to the shutoff. Austin Water (AW) will make the shutoff after ensuring that all appropriate measures have been taken to protect the potable or reclaimed water system, customers and employees.

The City will operate all valves to fill existing mains. Where a newly constructed main has not been placed in service and has only one connection to the potable or reclaimed system, the Contractor may operate one valve to fill the main after approval has been obtained from AW. The operation of the valve is to be conducted under the immediate supervision of the Owner's Representative.

Water for the Work shall be metered and furnished by the Contractor in accordance with Section 01500 of the Standard Contract Documents.

(b) Wet Connections to Existing Potable or Reclaimed Water System

The Contractor shall make all wet connections called for by the Contract or required to complete the Work. Two connections to an existing line performed during the same shutout, at the same time and at a distance less than 50 linear feet apart, will be considered one wet connection. Two connections to an existing line performed during the same shutout, at the same time and at a distance equal to, or greater than 50 linear feet will be considered two wet connections. A wet connection shall include draining and cutting into existing piping and connecting a new pipeline or other extension into the existing pressure piping, forming an addition to the potable or reclaimed water transmission and distribution network.

The Contract price for wet connections shall be full payment for all necessary shutoffs, excavation, removing plugs and fittings, pumping water to drain the lines, cutting in new fittings, blocking and anchoring piping, bedding and backfilling, placing the lines and service and all site cleanup.

No water containing detectable amounts of chlorine may be drained, released or discharged until specific planning and appropriate preparations to handle, dilute and dispose of such chlorinated water are approved in advance by the City and the disposal operations will be witnessed by an authorized representative from the City.

(c) Pressure Taps to Existing Potable or Reclaimed Water System

The Contractor shall make all pressure taps called for by the Contract Documents or required to complete the Work. A pressure tap shall consist of connecting new piping to the existing potable or reclaimed water system by drilling into the existing pipe while it is carrying water under normal pressure without taking the existing piping out of service.

Unless otherwise provided by the Contract, the Contractor shall, at the Contractor's expense, perform all necessary excavation, furnish and install the tapping sleeve, valve and accessories, provide the tapping machine, drill the tap and shall block, anchor and backfill the piping, valve and all accessories, place the new piping in service and perform all site cleanup. When the City makes the tap, City forces are not obligated or expected to perform any Work except to provide tapping machine and drill the actual hole. If City crews

are to make the tap, fiscal arrangements must be made in advance at the Taps Office, Waller Creek Center, 625 East 10th Street.

If a private Contractor makes the tap, an AW Inspector must be present. "Size on size" taps will not be permitted, unless made by use of an approved full bodied mechanical joint tapping sleeve. Concrete blocking shall be placed behind and under all tap sleeves 24 hours prior to making the wet tap.

(d) Service Connections

Service connection taps into PVC or AC pipe or into CI or DI pipe 12 inches or smaller shall be made using either a service clamp or saddle or a tapping sleeve as recommended by the pipe manufacturer and as approved by the E/A. Direct tapping of these pipes will not be permitted.

All potable or reclaimed water service connections shall be installed so that the outlet is at an angle of not more than 45 degrees above horizontal at the main line.

Precautions should be taken to ensure that the tapping saddle or sleeve is placed on the pipe straight to prevent any binding or deformation of the PVC pipe. The mounting chain or U-bolt strap must be tight.

Tapping shall be performed with a sharp shell type cutter so designed that it will smoothly penetrate heavy walled PVC DR14 and 200 psi AC and will retain and extract the coupon from the pipe.

(25) Backfilling

(a) General

Special emphasis is placed upon the need to obtain uniform density throughout the backfill material. The maximum lift of backfill shall be determined by the compaction equipment selected and in no case shall it exceed 18 inches, loose measurement.

No heavy equipment, which might damage pipe, will be allowed over the pipe until sufficient cover has been placed and compacted. All internal pipe bracing installed or recommended by the manufacturer shall be kept in place until the pipe bedding and trench backfill have been completed over the braced pipe section. Testing of the completed backfill in streets and under and around structures shall meet the specified density requirements. Initial testing shall not be at Contractor's expense and shall conform to the "General Conditions."

(b) General Corrugated Metal Pipe

After the corrugated metal pipe structure has been completely assembled on the proper line and grade and headwalls constructed where indicated; selected material free from rocks over 8 inches in size from excavation or borrow, as approved by the E/A, shall be placed along both sides of the completed structures equally, in uniform layers not exceeding 6 inches in depth (loose measurement), sprinkled if required and thoroughly compacted between adjacent structures and between the structures and the sides of the trench.

Backfill material shall be compacted to the same density requirements as indicated for the adjoining sections of embankment in accordance with the governing specifications thereof. Above the ¾ point of the structure, the fill shall be placed uniformly on each side of the pipe in layers not to exceed 12 inches, loose measure.

Prior to adding each new layer of loose backfill material, until a minimum of 12 inches of cover is obtained over the crown of the pipe, an inspection will be made of the inside

periphery of the corrugated metal structure to determine if any floating, local or unequal deformation has occurred as a result of improper construction methods.

(c) Backfill Materials

The Engineer or designated representative may approve any of the following well graded materials as backfill:

1. Select trench material
2. Sand
3. Crushed rock cuttings
4. Rock cuttings
5. Foundation Rock
6. Blasted material with fines and rock
7. Cement stabilized material
8. Borrow

Within the 100-year flood plain, sand will not be permitted for backfilling. The Engineer or designated representative will approve the topsoil for areas to be seeded or sodded.

(d) Backfill in Street Right-of-Way

Placement of backfill under existing or future pavement structures and within 2 feet of any structures shall be compacted to the specified density using any method, type and size of equipment, which will produce the specified compaction without damaging the pipe or bedding. Placement of backfill greater than 2 feet beyond structures in right-of-way shall conform to (g) below.

The thickness of lifts, prior to compaction, shall depend upon the type of sprinkling and compacting equipment used and the test results thereby obtained. Prior to and in conjunction with the compaction operation, each lift shall be brought to the moisture content necessary to obtain the specified density and shall be placed in a uniform thickness to ensure uniform compaction over the entire lift. Testing for density shall be in accordance with Test Method Tex-114-E and Test Method Tex-115-E.

It is highly desirable that the backfill lifts be placed in a flat (or level) configuration; however when approved by the Engineer or designated representative, the backfill lifts may be placed at gradients (percent of vertical rise or fall to horizontal run) that do not exceed 30%.

The proposed gradient for each lift or series of lifts shall be established based on the capabilities of the equipment proposed to attain the required compaction.

Each lift of backfill must provide the density as specified herein. Swelling soils (soils with a minimum Liquid Limit of 50, more than 50% passing a #200 sieve and a plasticity index greater than 22) shall be sprinkled as required to provide not less than optimum moisture nor more than 2 percent over optimum moisture content and compacted to the extent necessary to provide not less than 95 percent nor more than 102 percent of the density as determined in accordance with Test Method Tex-114-E. Non-swelling soils shall be sprinkled as specified and compacted to the extent necessary to provide not less than 95 percent of the density as determined in accordance with Test Method Tex-114-E.

After each lift of backfill is complete, tests may be made by the Engineer or designated representative. If the material fails to meet the density indicated, the course shall be

reworked as necessary to obtain the indicated compaction and the compaction method shall be altered on subsequent Work to obtain indicated density.

At any time, the Engineer or designated representative may order proof rolling to test the uniformity of compaction of the backfill lifts. All irregularities, depressions, weak or soft spots that develop shall be corrected immediately by the Contractor.

If the backfill, due to any reason, loses the specified stability, density or finish before the pavement structure is placed, it shall be recompacted and refinished at the sole expense of the Contractor. Excessive loss of moisture in the subgrade shall be prevented by sprinkling, sealing or covering with a subsequent backfill layer or granular material. Excessive loss of moisture shall be construed to exist when the subgrade soil moisture content is more than 4 percent below the optimum of compaction ratio density. Backfill shall be placed from the top of the bedding material to the existing grade, base course, subgrade or as specified. The remainder of the street backfill shall either be Flexible Base, Concrete or Hot Mix Asphalt Concrete as specified on the drawings or replacement "in kind" to the surface of the materials originally removed for placement of the pipe.

(e) Backfill in County Street or State Highway Right-of-Way

All Work within the right-of-way shall meet the requirements of (d) above, as a minimum and shall meet the requirements of the permit issued by the County when their requirements are more stringent. Prior to the start of construction, the Contractor shall be responsible for contacting the appropriate TxDOT office or County Commissioner's Precinct Office and following the operating procedures in effect for utility cut permits and pavement repair under their jurisdiction. Approval for all completed Work in the State or County right-of-way shall be obtained from the appropriate Official prior to final payment by the Owner.

(f) Backfill in Railroad Right-of-Way

All Work within the railroad right-of-way shall meet the requirements of (d) above, as a minimum and shall meet the requirements of the permit issued by the Railroad Owner when their requirements are more stringent. Approval for all completed Work in the railroad right of way shall be obtained from the Railroad prior to Final Completion.

(g) Backfill in Easements

Where not otherwise indicated, Contractor may select whatever methods and procedures may be necessary to restore entire Work area to a safe, useful and geologically stable condition with a minimum density of 85 percent or a density superior to that prior to construction.

In and near flood plain of all streams and watercourses, under or adjacent to utilities, structures, etc. all backfill shall be compacted to a density of not less than 95 percent conforming to TxDOT Test Method Tex-114-E, unless otherwise directed by E/A.

All soil areas disturbed by construction shall be covered with top soil and seeded conforming to Item No. 604, "Seeding for Erosion Control". All turf, drainways and drainage structures shall be constructed or replaced to their original condition or better. No debris shall remain in the drainways or drainage structures.

(h) Temporary Trench Repair/Surfacing

If details of temporary trench repair/surfacing are not provided in the contract documents, the Contractor shall submit for approval of the E/A (1) a plan for temporary trench repair for areas that will be open to traffic but will be excavated later for full depth repair, and (2) a proposed method for covering trenches to maintain access to properties. The temporary

surfacing shall afford a smooth riding surface and shall be maintained by the Contractor the entire time the temporary surface is in place.

(i) Permanent Trench Repair

The Contractor shall install permanent trench repairs conforming to details in the drawings.

(26) Quality Testing for Installed Pipe

(a) Wastewater Pipe Acceptance Testing

After wastewater pipe has been backfilled, the Contractor shall perform infiltration tests, exfiltration tests, or low pressure air tests as determined by the E/A. In addition, the Contractor shall perform deflection tests and shall assist OWNER'S personnel, as directed, in performing pipeline settlement tests. The Contractor shall be responsible for making appropriate repairs to those elements that do not pass any of these tests.

(b) Exfiltration Test

Water for the Work shall be metered and furnished by the Contractor in accordance with Section 01500 of the Standard Contract Documents.

Exfiltration testing shall be performed by the Contractor when determined by the E/A to be the appropriate test method. Exfiltration testing shall conform to requirements of the Texas Commission on Environmental Quality given in the Texas Administrative Code Title 30 Part 1 Chapter 317 Rule §317.2.

(c) Infiltration Test

Infiltration testing shall be performed by the Contractor when determined by the E/A to be the appropriate test method. Infiltration testing shall conform to requirements of the Texas Commission on Environmental Quality given in the Texas Administrative Code Title 30 Part 1 Chapter 317 Rule §317.2.

(d) Pipeline Settlement Test

During the infiltration test or after the exfiltration test, the pipe will be TV inspected for possible settlement. When air testing has been used, water shall be flowed into the pipe to permit meaningful observations. Any pipe settlement which causes excessive ponding of water in the pipe shall be cause for rejection. Excessive ponding shall be defined as a golf ball (1 5/8 ″ dia.) submerged at any point along the line.

(e) Low Pressure Air Test of Gravity Flow Wastewater Lines

(1) General

Wastewater lines up to 33-inch diameter shall be air tested between manholes. Wastewater lines 36-inch in diameter and larger shall be either air tested between manholes or at pipe joints. Backfilling to grade shall be completed before the test and all laterals and stubs shall be capped or plugged by the Contractor so as not to allow air losses, which could cause an erroneous, test result. Manholes shall be plugged so they are isolated from the pipe and cannot be included in the test.

All plugs used to close the sewer for the air test shall be capable of resisting the internal pressures and must be securely braced. Place all air testing equipment above ground and allow no one to enter a manhole or trench where a plugged sewer is under pressure. Release all pressure before the plugs are removed. The testing equipment used must include a pressure relief device designed to relieve pressure in the sewer under test at 10 psi or less and must allow continuous monitoring of the test pressures in order to avoid excessive pressure. Use care to avoid the flooding of the

air inlet by infiltrated ground water. (Inject the air at the upper plug if possible.) Use only qualified personnel to conduct the test.

(2) Ground Water

Since the presence of ground water will affect the test results, test holes shall be dug to the pipe zone at intervals of not more than 100 feet and the average height of ground water above the pipe (if any) shall be determined before starting the test.

(3) Test Procedure

The E/A may, at any time, require a calibration check of the instrumentation used. Use a pressure gauge having minimum divisions of 0.10 psi and an accuracy of 0.0625 psi. (One ounce per square inch.) All air used shall pass through a single control panel. Clean the sewer to be tested and remove all debris where indicated. Wet the sewer prior to testing. The average back pressure of any groundwater shall be determined (0.433 psi) for each foot of average water depth (if any) above the sewer.

Add air slowly to the section of sewer being tested until the internal air pressure is raised to 3.5 psig greater than the average back pressure of any ground water that may submerge the pipe. After the internal test pressure is reached, allow at least 2 minutes for the air temperature to stabilize, adding only the amount of air required to maintain pressure. After the temperature stabilization period, disconnect the air supply. Determine and record the time in seconds that is required for the internal air pressure to drop from 3.5 psig to 2.5 psig greater than the average backpressure of any ground water that may submerge the pipe.

For pipe less than 36-inch diameter, compare the time recorded with the time computed using the following equation:

$T = (0.0850 \times D \times K) \div Q$, where

T = time for pressure to drop 1.0 pounds per square inch gauge in seconds;

$K = 0.000419 \times D \times L$, but not less than 1.0

D = nominal inside diameter, in inches, as marked on the pipe;

L = length of line of same pipe size in feet; and

Q = rate of loss, 0.0015 cubic feet per minute per square foot of internal surface area (ft3/min/ft sq) shall be used.

Because a K value of less than 1.0 shall not be used, there are minimum test times for each pipe diameter as shown in the following table:

Table For Low Pressure Air Testing of Pipe

Pipe Diameter (inches)	Minimum Time (seconds)	Minimum Time Applies to All Pipes Shorter than (feet)	Time for Longer Pipes (seconds)
8	454	298	1.520 × L
10 (See Note 1)	567	239	2.374 × L
12	680	199	3.419 × L
15	850	159	5.342 × L
18	1020	133	7.693 × L
21	1190	114	10.471 × L
24	1360	100	13.676 × L
30	1700	80	21.369 × L

Note 1. 10-inch diameter pipe to be used only by AW maintenance personnel.

Note 2. The test parameter for pipes larger than 30-inch diameter shall be shown on the construction plans.

Any drop in pressure, from 3.5 psig to 2.5 psig (adjusted for groundwater level), in a time less than that required by the above equation or table shall be cause for rejection. When the line tested includes more than one size pipe, the minimum time shall be that given for the largest size pipe included.

When joint testing, the minimum time allowable for the pressure to drop from 3.5 pounds per square inch to 2.5 pounds per square inch gauge during a joint test, regardless of pipe size, shall be twenty (20) seconds. A drop in pressure from 3.5 psig to 2.5 psig (adjusted for groundwater level) in less than twenty seconds shall be cause for rejection.

Manholes must be tested separately and independently. All manholes must be hydrostatically tested with a maximum loss allowance of 0.025 gallon per foot diameter per foot of head per hour.

When lines are air tested, manholes are to be tested separately by exfiltration or vacuum method (see Standard Specification Item No. 506S, "Manholes").

(f) Deflection Test

Deflection tests shall be performed by the Contractor on all flexible and semi-rigid wastewater pipes. The tests shall be conducted after the final backfill has been in place at least 30 days. Testing for in-place deflection shall be with a pipe mandrel at 95% of the inside diameter of the pipe. A second test of flexible and semi-rigid wastewater pipes 18 inch size and larger, also with a pipe mandrel sized at 95% of the inside diameter of the pipe, shall be conducted by the Contractor 30 days before the warranty expires on the Contractor's Work.

Contractor shall submit proposed pipe mandrels to the E/A or the E/A's designated representative for concurrence prior to testing the line.

Test(s) must be performed without mechanical pulling devices and must be witnessed by the E/A or the E/A's designated representative.

Any deficiencies noted shall be corrected by the Contractor and the test(s) shall be redone.

(g) Inspection of Installed Storm Drain Conduits

(1) General

All storm drain conduits (pipe and box culvert) shall be inspected for conformance to the requirements of this specification. Smart Housing, low/moderate income housing, and projects that are 100-percent privately funded are exempt from the cost of the initial video inspection. All deficiencies revealed by inspection shall be corrected. Video re-inspection meeting the requirements of this specification shall be provided at the Contractor's expense to show that deficiencies have been corrected satisfactorily. Further, the contractor shall provide video in complete segments (manhole to manhole) versus specific deficiency locations.

Projects that are not exempt from the cost of the initial video inspection are also subject to the following constraints:

- All inspectors utilized by the Contractor for video inspection shall be NASSCO-PACP certified for a minimum of 3 years.

- The Contractor will be required to inspect, assess, and record the condition of the storm drain pipe using National Association of Sewer Service Companies (NASSCOs) Pipeline Assessment Certification Program (PACP) coding standards.

(2) Video Inspection of Installed Storm Drain Conduits

Contractor shall provide all labor, equipment, material and supplies and perform all operations required to conduct internal closed-circuit television and video recording of all storm drain conduits. Video recording of each storm drain conduit section shall be conducted after the trench has been backfilled and prior to placement of permanent pavement repairs or permanent pavement reconstruction. The video recording shall be provided to the Owner for review. Contractor shall not place permanent pavement repairs or permanent pavement reconstruction over the storm drain conduit until Owner has reviewed the video and agrees that there are no defects in the storm drain conduit installation shown in the video submitted by the Contractor or shown in any video acquired by the Owner through other means. Placement of permanent pavement repair or permanent pavement reconstruction over the installed storm drain conduit before the Owner acknowledges no defects shall be at the Contractor's risk. Any defects revealed by the video inspection shall be corrected at the Contractor's expense and a new video submitted to the Owner for review prior to acceptance of the conduit.

All video work shall be conducted under the direct full-time supervision of a NASSCO-PACP certified operator.

The conduit inspection camera shall have the capability of panning plus/minus 275 degrees and rotating 360 degrees. The television camera shall be specifically designed and constructed for such use. The camera shall be operative in 100% humidity conditions. Camera shall have an accurate footage counter that displays on the monitor the exact distance of the camera (to the nearest tenth of a foot) from the

centerline of the starting manhole or access point. Camera shall have height adjustment so that the camera lens is always centered within plus/minus 10% of the center axis of the conduit being videoed. Camera shall provide a minimum of 460 lines of horizontal resolution and 400 lines of vertical resolution. Camera shall be equipped with a remote iris to control the illumination range for an acceptable picture. Geometrical distortion of the image shall not exceed one percent (1%). The video image produced by each camera shall be calibrated using a Marconi Resolution Chart No. 1 or equivalent.

Lighting for the camera shall be sufficient to allow a clear picture of the entire periphery of the conduit without loss of contrast, flare out of picture or shadowing. A reflector in front of the camera may be required to enhance lighting in dark or large sized conduit. The video camera shall be capable of showing on the digital display the Owner's name, Project name, Contractor name, date, line size and material, conduit identification, and ongoing footage counter. The camera, television monitor, and other components of the video system shall be capable of producing a picture quality satisfactory to the satisfaction of the Owner. The recording of the internal condition of the storm drain conduit shall be clear, accurate, focused and in color. If the recording fails to meet these requirements, the, equipment shall be removed and replaced with equipment that is suitable. No payment will be made for an unsatisfactory recording.

If during video inspection, water is encountered inside the conduit, the conduit shall be dewatered by the Contractor. The storm drain section must be dry. Video recording conducted while the camera is floating is not acceptable unless approved by the Owner.

If during video inspection, debris is encountered that prohibits a proper inspection of the conduit, the Contractor shall remove the debris before proceeding.

All video shall be documented using a data logger and reporting system that are PACP compliant and which use codes as established by the National Association of Sewer Service Companies (NASSCO)s - Pipeline Assessment and Certification Program (PACP).

Computer printed location records shall be kept by the Contractor and shall clearly show the location and orientation of all points of significance such as joints, conduit connections, connections at manholes and inlets, and defects. Copy of all records shall be supplied to the Owner. Noted defects shall be documented as color digital files and color hard copy print-outs. Photo logs shall accompany each photo submitted.

The video recording shall supply a visual and audio record of the storm drain conduits that may be replayed. Video recordings shall include an audio track recorded by the video technician during the actual video work describing the parameters of the storm drain conduit being videoed (i.e. location, depth, diameter, pipe material), as well as describing connections, defects and unusual conditions observed during the video work. Video recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. Once videoed, the CDs/DVDs shall be labeled and become the property of the Owner. The Contractor shall have all video and necessary playback equipment readily accessible for review by the Owner while the project is under construction.

Post-installation video shall not be completed until all work is completed on a section of storm drain conduit. Post-installation video work shall be completed by the Contractor in the presence of the Owner. The post-installation video work shall be completed to confirm that the storm drain conduits are free of defects. Provide a color video showing the completed work. Prepare and submit video logs providing location

of storm drain conduit along with location of any defects. Manhole and inlet work shall be complete prior to post-installation video work.

For post-installation video, exercise the full capabilities of the camera equipment to document the completion and conformance of the storm drain installation work with the Contract Documents. Provide a full 360-degree view of conduit, all joints, and all connections. The camera shall be moved through the storm drain conduit in either direction at a moderate rate, stopping and slowly panning when necessary to permit proper documentation of the conduit condition at each pipe connection, joint, and defect. In no case shall the camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the storm drain conditions shall be used to move the camera through the storm drain conduit. When manually operated winches are used to pull the camera through the conduit, telephones or other suitable means of communication shall be set up between the two access points of the conduit being videoed to insure good communication between members of the video crew.

Distance measurements shall be provided to an accuracy of one tenth of a foot.

Video shall be continuous for each storm drain conduit segment. Do not show a single segment on more than one CD/DVD, unless specifically allowed by the Owner.

Contractor shall submit to Owner the following:

A. National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) certification of operators who will be performing video work.

B. Compact Disc (CD) or Digital Video Disc (DVD) of recording of storm drain conduits (concrete storm water pipe or box culvert).

a. The color CD or DVD shall include a digital color key map in a format acceptable to the Owner with each segment of storm drain conduit labeled with the appropriate inspection ID on the map.

b. The file folder for each segment of the storm drain conduit shall have a unique name based on the Owner's approved inspection naming convention and shall contain the following:

i. Video files

ii. Video inspection logs with information coded in accordance with the PACP

iii. Photo logs

iv. A report summarizing the results of the video inspection

v. A proposed method of repair for any defects discovered.

(3) Time commitments from City for projects that are exempt from the cost of the initial video inspection

Projects that are exempt from the cost of the initial video inspection are afforded the following time commitments from the City.

A. Initial inspection - contractor must inform the City of Austin construction inspector assigned to the project in writing that all stormdrain infrastructure for the project has been completed according to the permit and is ready for inspection. The inspector will then notify the Watershed Protection Department (WPD) in writing

that the all of the stormdrain infrastructure for the project has been completed and is ready for inspection. The WPD is allowed 15-days to complete inspection from written notification by the inspector. The outcome of this item does not impact the one-year warranty requirements.

B. Video re-inspection by the contractor for deficient installed stormdrain infrastructure. The contractor must submit the video inspection data as defined in this specification to the City of Austin construction inspector assigned to the project along with a written letter of transmittal certified by a professional engineer stating that all identified stormdrain infrastructure installation deficiencies for the project have been corrected. The inspector will then notify the Watershed Protection Department (WPD) in writing and convey the video inspection data to the WPD. The WPD is allowed 15-days to complete review of the data from the date of delivery by the inspector.

(27) Pressure Pipe Hydrostatic Testing

After the pipe has been installed and backfilled and all service laterals, fire hydrants and other appurtenances installed and connected, a pressure test, followed by a leakage test, will be conducted by the City. The City will furnish the pump and gauges for the tests. The Contractor shall be present and shall furnish all necessary assistance for conducting the tests. The specified test pressures will be based on the elevation of the lowest point of the line or section under test. Before applying the specified test pressure, all air shall be expelled from the pipe. If permanent air vents are not located at all high points, the Contractor shall install corporation cocks at such points.

All drain hydrant and fire hydrant leads, with the main 6-inch gate valve open, the hydrant valve seats closed and no nozzle caps removed, shall be included in the test.

(a) Pressure Test

The entire project or each valved section shall be tested, at a constant pressure of 200 psi for a sufficient period (approximately 10 minutes) to discover defective materials or substandard work. The Contractor assumes all risks associated with testing against valves. Repairs shall be made by the Contractor to correct any defective materials or substandard work. The Contractor shall pre-test new lines before requesting pressure tests by City Forces. The Contractor shall have new lines pressurized to a minimum of 100 psi, on the date of testing, prior to arrival of City Forces.

(b) Leakage Test

A leakage test will follow the pressure test and will be conducted on the entire project or each valved section. The Contractor assumes all risks associated with testing against valves. The leakage test shall be conducted at 150 psi for at least 2 hours. The test pressure shall not vary by more than ±5 psi for the duration of the test.

(1) Allowable Leakage

Leakage shall be defined as the quantity of water that must be supplied into any test section of pipe to maintain the specified leakage test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.

No pipe installation will be accepted if leakage exceeds the amount given by the following formula:

$$\text{Allowable leakage (gal/hr)} = [L \times D] \div 10{,}875$$

Where L = length of pipe tested, in feet
D= nominal pipe diameter, in inches, as marked on the pipe

(2) Location and Correction of Leakage

If such testing discloses leakage in excess of this specified allowable, the Contractor, at the Contractor's expense, shall locate and correct all defects in the pipeline until the leakage is within the indicated allowance.

All visible leakage in pipe shall also be corrected by Contractor at the Contractor's expense.

(28) Service Charges for Testing

Initial testing performed by City forces for the Contractor will be at the City's expense. Retesting, by City forces, of Contractor's work that fails initial testing will be at the Contractor's expense. The City's charge for retests will be a base fee plus an hourly rate published in the current AW Fee Schedule. On City-funded projects, the charges incurred by the City for retesting will be deducted from funds due the Contractor. On non-City-funded projects, the charges incurred by the City for retesting will be billed to the Contractor. The City will withhold acceptance of the Contractor's work until the Contractor has paid the City for the retesting costs.

(29) Disinfection of Potable Water Lines

Prior to performing any disinfection of potable water lines, the Contractor shall submit a Disinfection Plan (Plan) and obtain approval in accordance with COA specification 01300, Submittals. The Plan shall comply with AWWA C651 (Disinfecting Water Mains) and AWWA C655 (Field Dechlorination), latest editions, and shall be developed using one of the following templates, unless otherwise approved by the Engineer and/or AW: Disinfection Plan for Tablet/Granule Method, or Disinfection Plan for Continuous-Feed Method. Templates for these two methods are located at http://www.austintexas.gov/department/construction-standards . The Contractor shall decide which disinfection method to use for a given project. The Slug Method and Spray Method are also acceptable if better suited for disinfection. The initial plan shall be submitted for review a minimum of 60 calendar days prior to when the water main is scheduled to be placed into service, or at the preconstruction conference if the project requires that the waterline be placed in service in less than 60 days, as indicated in the Contractor's Construction Schedule. If any appurtenances are required for injection, sampling, or flushing purposes that are not shown in the original plan/profile sheets, then the Contractor shall include the appurtenances in the project Record Drawings. The Contractor shall disinfect potable water lines only in accordance with an approved Plan.

(a) Preventing Contamination

The Contractor shall protect all piping materials from contamination during storage, handling and installation. Prior to disinfection, the pipeline interior shall be clean, dry and unobstructed. All openings in the pipeline shall be closed with watertight plugs when pipe laying is stopped at the close of the day's work.

(b) Cleaning

Prior to disinfection the Contractor shall clean the pipeline to remove foreign matter. For pipelines 16″ in diameter or smaller, cleaning shall consist of flushing the pipeline. For pipelines greater than 16″ in diameter, cleaning shall be performed by operating hydrants and blow-offs located at low points in the pipeline, or by mechanical means (sweeping or pigging. Water for the Work shall be metered and furnished by the Contractor in accordance with Section 01500 of the Standard Contract Documents.

(c) Procedure and Dosage

For pipelines 16" or smaller in diameter, the Contractor may use either the AWWA C-651 "Tablet/Granular Method" or the "Continuous Feed Method" for disinfecting the pipeline. The Contractor, at its expense, will supply the test gauges and the Sodium Hypochlorite conforming to ANSI/AWWA B300, which contains approximately 5 percent to fifteen

percent available chlorine, and will submit for approval a written plan for the disinfection process. Calcium Hypochlorite conforming to ANSI/AWWA B300, which contains approximately 65 percent available chlorine by weight, may be used in granular form or in 5 g tablets for 16″ diameter or smaller lines, if it is included as part of the written plan of disinfection that is approved by the City of Austin. The Contractor, at its expense, shall provide all other equipment, supplies and the necessary labor to perform the disinfection under the general supervision of the City.

One connection to the existing system will be allowed with a valve arranged to prevent the strong disinfecting dosage from flowing back into the existing water supply piping. The valve shall be kept closed and locked in a valve box with the lid painted red. No other connection shall be made until the disinfection of the new line is complete and the water samples have met the established criteria. The valve shall remain closed at all times except when filling or flushing the line and must be staffed during these operations. As an option, backflow prevention in the form of a reduced pressure backflow assembly may be provided if the valve is left unattended. The new pipeline shall be filled completely with disinfecting solution by feeding the concentrated chlorine and approved water from the existing system uniformly into the new piping in such proportions that every part of the line has a minimum concentration of 25 mg/liter available chlorine.

The disinfecting solution shall be retained in the piping for at least 16 hours and all valves, hydrants, services, stubs, etc. shall be operated so as to disinfect all their parts. After this retention period, the water shall contain no less than 10 mg/liter chlorine throughout the treated section of the pipeline.

For pipelines larger than 16″ in diameter, the Contractor may use the AWWA C-651 "Slug Method" for disinfecting the pipeline. Chlorine shall be fed at a constant rate and at a sufficient concentration at one end of the pipeline to develop a slug of chlorinated water having not less than 100 mg/liter of free chlorine. The Contractor shall move the slug through the main so that all interior surfaces are exposed to the slug for at least three (3) hours. The chlorine concentration in the slug shall be measured as it moves through the pipeline. If the chlorine concentration drops below 50 mg/liter, the Contractor shall stop the slug and feed additional chlorine to the head of the slug to restore the chlorine concentration to at least 100 mg/liter before proceeding. As the slug flows past fittings and valves, related valves and hydrants shall be operated so as to disinfect appurtenances and pipe branches.

Unless otherwise indicated, all quantities specified herein refer to measurements required by the testing procedures included in the current edition of "Standard Methods". The chlorine concentration at each step in the disinfection procedure shall be verified by chlorine residual determinations.

(d) Final Flushing

The heavily chlorinated water shall then be carefully flushed from the potable water line by a dechlorination process until the chlorine concentration is no higher than the residual generally prevailing in the existing distribution system. This is necessary to insure that there is no injury or damage to the public, the water system or the environment. The plans and preparations of the Contractor must be approved by the City before flushing of the line may begin. The Contractor will supply the Dechlorination chemical conforming to ANSI/AWWA C655. Additionally the flushing must be witnessed by an authorized representative of the City.

Approval for discharge of the diluted chlorine water or heavily chlorinated water into the wastewater system must be obtained from AW. The line flushing operations shall be regulated by the Contractor so as not to overload the wastewater system or cause damage

to the odor feed systems at the lift stations. The City shall designate its own representative to oversee the work.

Daily notice of line discharging must be reported to the AW Dispatch office.

(e) Bacteriological Testing

After disinfection and final flushing, samples shall be collected per one of the two options. Option A: Before approving a main for release, take an initial set of samples and then resample again after a minimum of 16 hours. Both sets of samples must pass for the main to be approved for release. Option B: Before approving a main for release, let it sit for a minimum of 16 hours without any water use. Then collect two sets of samples a minimum of 15 minutes apart while the sampling taps are left running. Both sets of samples must pass for the main to be approved for release. The two (2) sets of water samples from the line will be tested for bacteriological quality by the City and must be found free of coliform organisms before the pipeline may be placed in service. Each set shall consist of one (1) sample that is drawn from the end of the main, at least one from each branch greater than one pipe length, and additional samples that are collected at intervals of not more than 1,200 feet along the pipeline. All stubs shall be tested before connections are made to existing systems.

The Contractor, at its expense, shall install sufficient sampling taps at proper locations along the pipeline. Each sampling tap shall consist of a standard corporation cock installed in the line and extended with a copper tubing gooseneck assembly. After samples have been collected, the gooseneck assembly may be removed and retained for future use.

Samples for bacteriological analysis will only be collected from suitable sampling taps in sterile bottles treated with sodium thiosulfate. Samples shall not be drawn from hoses or unregulated sources. The City, at its expense, will furnish the sterile sample bottles and may, at its discretion, collect the test samples with City personnel.

If the initial disinfection fails to produce acceptable sample test results, the disinfection procedure shall be repeated at the Contractor's expense. Before the piping may be placed in service, two (2) consecutive sets of acceptable test results must be obtained.

An acceptable test sample is one in which: (1) the chlorine level is similar to the level of the existing distribution system; (2) there is no free chlorine and (3) total coliform organisms are absent. An invalid sample is one, which has excessive free chlorine, silt or non-coliform growth as defined in the current issue of the "Standards Methods." If unacceptable sample results are obtained for any pipe, the Contractor may, with the concurrence of the Inspector, for one time only flush the lines and then collect a second series of test samples for testing by the City. After this flushing sequence is completed, any pipe with one or more failed samples must be disinfected again in accordance with the approved disinfection procedure followed by appropriate sampling and testing of the water.

The City of Austin Water Quality Laboratory will notify the assigned City of Austin Inspector in writing of all test results. The Inspector will subsequently notify the Contractor of all test results. The Water Quality Laboratory will not release test results directly to the Contractor.

(30) Cleanup and Restoration

It shall be the Contractor's responsibility to keep the construction site neat, clean and orderly at all times. Cleanup shall be vigorous and continuous to minimize traffic hazards or obstructions along the streets and to driveways. Trenching, backfill, pavement repair (as necessary), and cleanup shall be coordinated as directed by the City. The E/A will regulate the amount of open ditch and may halt additional trenching if cleanup is not adequate to allow for orderly traffic flow and access.

Materials at the site shall be stored in a neat and orderly manner so as not to obstruct pedestrian or vehicular traffic. All damaged material shall be removed from the construction site immediately and disposed of in a proper manner. All surplus excavated materials shall become the property of the Contractor for disposal at the Contractor's expense. After trenching, the Contractor shall immediately remove all excavated materials unsuitable for or in excess of, backfill requirements. Immediately following the pipe laying Work as it progresses, the Contractor shall backfill, grade and compact all excavations as provided elsewhere. The backfill placed at that time shall meet all compaction test requirements. The Contractor shall immediately clean up and remove all unused soil, waste and debris and restore all surfaces and improvements to a condition equal or superior to that before construction began and to an appearance which complements the surroundings. The Contractor shall grade and dress the top 6 inches of earth surfaces with soil or other material similar and equal to the surrounding, fill and smooth any visible tracks or ruts, replace and re-establish all damaged or disturbed turf or other vegetation and otherwise make every effort to encourage the return of the entire surface and all improvements to a pleasant appearance and useful condition appropriate and complementary to the surroundings and equal or similar to that before construction began.

Placement of the final lift of permanent pavement, if a pavement is required, shall begin immediately after all testing of each segment of piping is satisfactorily completed.

(31) Valve Turn Walk-though

As part of the acceptance of Water or Reclaimed Water pressure pipe, an AW Valve Walk-through will be performed after an initial inspection by the Owner's Representative to identify any deficient items. If deficient items are present during the AW Valve Walk-Through and the project fails acceptance, a re-inspection fee will apply and must be paid before a re-inspection is scheduled to confirm correction of deficient items. See AW Fee Schedule for the current Distribution Walk-Through Re-inspection Fee.

(32) 2-inch Jumper Hose

During connections to the water distribution system, the Contractor may be required to install a temporary jumper hose between the unpressurized water segment and an adjacent pressurized water segment for the purpose of maintaining water service to customers who can't operate without water service during the connection. The jumper shall include an approved backflow preventer and be of adequate size and pressure rating to maintain service to the customer. It shall be polyethylene tubing meeting the requirements of COA SPL WW-65. The jumper hose and other components in the temporary service shall be disinfected, and bacteriological samples will be taken and pass before the temporary service is provided to the customer. Contractor shall provide adequate protection for the jumper hose in vehicular traffic areas at all times during use.

510.4 - Measurement

Pipe will be measured by the linear foot for the various types, sizes and classes. Parallel lines will be measured individually.

Where a line ties into an existing system, the length of the new line will be measured from the visible end of the existing system at the completed joint. Unless otherwise indicated, the length of water, reclaimed, and wastewater lines will be measured along pipe horizontal centerline stationing through fittings, valves, manholes, and other appurtenances.

Ductile iron fittings, whether standard mechanical joint or integral factory restrained joint type, will be measured by the ton and paid for in accordance with the schedule in Standard Products List WW-27C. Bolts, glands and gaskets will not be measured for payment. Steel cylinder concrete pipe fittings and welded steel pipe fittings will not be measured separately and are included in the unit price for the respective pipe bid items.

Factory restrained joint pipe meeting the requirements of Standard Products List WW-27F will be measured by the linear foot. The estimated quantity on the bid form is only for restrained joint pipe having integral mechanically restrained joints.

Connecting a new water, wastewater, or reclaimed water service to an existing, comparable type of private service will be measured by each connection. Service pipe from the main to the service connection will be measured by the linear foot.

The Contractor shall be responsible for removing and treating ground water flowing into a trench up to a baseline flow rate of 350 gpm of sustained flow for each mainline open trench (no more that 300 linear feet open trench per work zone segment is allowed at one time). This baseline flow rate is not a prediction of ground water conditions to be expected on the Project. Rather, it establishes contract terms regarding the quantity of ground water for which the contractor is responsible without extra or separate compensation. The flow rate must exceed 350 gpm continuously for at least 4 consecutive hours to be considered sustained flow. It is expected that trench dewatering for this baseline rate may be accomplished with a single 3-inch trash-type pump per open trench; however, measured flow rate, not pump size, type or characteristics shall be used to determine if the baseline rate has been exceeded. Flow rate shall be determined by measurements made at the discharge point of the water treatment facilities. Surface storm water flowing into a trench shall be the Contractor's responsibility to remove and treat without compensation, regardless of inflow rate or volume.

Adjustment of elevations during construction resulting in changes in flow line elevations of plus or minus two feet or less will not be considered for credit or additional compensation and no measurement for payment will be made.

Stormwater pipe will be measured along the slope of the pipe. Where drainage pipe ties into inlets, headwalls, catch basins, manholes, junction boxes or other structures that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

Excavation and backfill, when included as pipe installation will not be measured as such but shall be included in the unit price bid for constructing pipe and measured as pipe complete in place including excavation and backfill.

When pay items are provided for the other components of the system, measurement will be made as addressed hereunder.

Video inspection of newly installed box culverts and storm drain pipe will be measured per linear foot of pipe videoed.

Jumper hose will be measured per linear foot of hose installed, including all depths, excavation and backfill, complete, and in place.

510.5 - Payment

Payment for pipe, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of pipe, of the materials and type indicated, unless unstable material is encountered or trench excavation and backfill is bid as a separate item.

The concrete seal, foundation rock or coarse aggregate when used as directed in unstable material will be paid for at the unit price bid per cubic yard, which shall be full payment for all excavation and removal of unsuitable material and furnishing, placing and compacting the foundation rock, coarse aggregate or other approved material all complete in place.

Excavation and backfill, when included as a separate pay item, will be paid for by Pay Item No. 510-E or 510-F.

No separate payment will be made for dewatering a trench with ground water inflow of less than the baseline rate of 350 gpm of sustained flow as described above. Dewatering of those trenches shall be included in the contract unit price of the Pipe pay item. Payment for dewatering a trench with ground water inflow exceeding 350 gpm of sustained flow shall be agreed by change order. Dewatering of bore pits shall be included in the contract unit price for Bore Entry Pit or Exit Pit regardless of inflow rate or volume unless specified otherwise in the bid item for Bore Entry Pit or Exit Pit.

(1) Pipe

Payment for pipe, measured as prescribed above, will be made at the unit price bid per linear foot complete-in-place as designed and represented in the Drawings and other Contract documents. Restrained joint pipe meeting the requirements of Standard Products List WW-27F will be paid for separately at the unit price bid per linear foot. Unless otherwise provided herein, as separate pay item(s), the bid price per linear foot of pipe shall include the following:

a. clearing

b. constructing any necessary embankment

c. excavation

d. disposal of surplus or unusable excavated material

e. furnishing, hauling and placing pipe

f. field constructed joints, collars, temporary plugs, caps or bulkheads

g. all necessary lugs, rods or braces

h. pipe coatings and protection

i. connections to existing systems or structures, concrete blocking and thrust blocks and restrained joints

j. preparing, shaping, pumping for dewatering, and shoring of trenches

k. bedding materials

l. backfill materials

m. hauling, placing and preparing bedding materials

n. particle migration measures

o. hauling, moving, placing and compacting backfill materials

p. temporary and permanent pavement repairs and maintenance

q. temporary removal and replacement of pavement, curb, drainage structures, driveways, sidewalks and any other improvements damaged or removed during construction

r. cleanup

s. vertical stack on deep wastewater services

t. all other incidentals necessary to complete the pipe installation as indicated.

u. pipe joint restraint devices, where specified or allowed, meeting Standard Products List WW-27A or WW-27G.

No separate payment will be made for thrust restraint measures.

Steel cylinder concrete pipe fittings and welded steel pipe fittings will not be paid for separately. These will be included in the unit price bid for the bid item Pipe.

(2) Concrete Cradles and Seals

When called for in the Bid, concrete cradles and seals will be paid for at the unit Contract price bid per linear foot for the size of pipe specified, complete in place.

(3) Concrete Retards

When called for in the Bid, Concrete retards will be paid under Item No. 593S, Concrete Retards."

(4) Boring or Jacking.

When called for in the Bid, boring or jacking will be paid under Item 501S, "Jacking or Boring Pipe.

(5) Wet Connections to Potable or Reclaimed Water Mains

When called for in the bid, wet connections will be paid at the unit price bid per each, complete in place, according to the size of the main that is in service and shall be full compensation for all Work required to make the connection and place the pipe in service. (See subsection 510.3 'Construction Methods' part (24) (b) 'Wet Connections to Existing Water System').

(6) Fittings

Ductile iron fittings, furnished in accordance with these specifications, will be paid for at the unit price bid per ton, complete in place, according to the schedule of weights in Standard Products List WW-27C. Bolts, glands, and gaskets will not be paid for separately and shall be included in the contract unit price for fittings.

(7) Concrete Trench Cap and Encasement

Where the distance between the top of the concrete encasement and the top of the trench cap is less than 36 inches, the concrete cap and encasement shall be poured as one unit and paid for under this bid item at the Contract price bid per linear foot. When the distance above is greater than 36 inches or when the trench cap is placed separately, the trench cap shall be paid for as a separate item, per linear foot, complete in place.

(8) Cement-Stabilized Backfill

Cement-stabilized backfill will be paid for at the unit price bid per linear foot and shall be full payment to the Contractor for furnishing and installing the required material, mixed, placed and cured complete in place.

(9) Concrete Encasement

When called for in the Bid, Concrete Pipe Encasement will be paid under Item No. 505S, "Encasement and Encasement Pipe".

(10) Pressure Taps

Pressure taps will be paid for at the unit price bid, complete in place, according to the size tap made and the size main tapped and shall be full payment for furnishing all necessary materials, including tapping sleeve and valve, making the tap, testing and placing the connection in service.

(11) Excavation Safety Systems

When called for in Bid, Trench Safety Systems shall conform to Item No. 509S, "Excavation Safety Systems."

(12) Connecting a New Water, Wastewater, or Reclaimed Water Service to an existing, comparable type of private service will be paid for at the unit price bid, complete in place, according to the size of new service and size of existing private service, and shall be full

payment for furnishing and installing all necessary materials, such as cleanouts, pipe, couplings, and fittings, and including excavation and backfill.

(13) Video Inspection

Video Inspection of Newly Installed Box Culverts and Storm Drain Pipe will be paid for at the unit price bid per linear foot and shall be full payment for all labor, equipment, and materials required for video inspection per this specification, including all submittals of CD/DVD as required.

(14) Jumper Hose

Jumper Hose will be paid at the unit bid price, complete and in place, including installation and removal of all materials necessary to provide a fully functional jumper hose. This item shall also include adequate protection for the jumper hose within vehicular traffic areas.

Payment, when included as a Contract pay item, will be made under one of the following:

Pay Item No. 510-AR___Dia.:	Pipe, ___ Dia. ___ Type (all depths), including Excavation and Backfill	Per Linear Foot.
Pay Item No. 510-ARRJ___Dia.:	Factory Restrained Joint Pipe, ___ Dia., Class ___ Ductile Iron, (all depths) including Excavation and Backfill	Per Linear Foot.
Pay Item No. 510-BR___×___Dia.:	Connecting New ___ Service to Existing Private Service (___ Dia. New Service to ___ Dia. Private Service)	Per Each.
Pay Item No. 510-CR:	Pipe Excavation, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-DR:	Pipe Trench Backfill, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-ER:	Concrete Seal or Cradle, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-FR:	Concrete Trench Cap, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-GR:	Concrete Cap and Encasement, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-HR:	Cement Stabilized Backfill, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-IR: ___ × ___ Dia.:	Pressure Taps, ___ Dia. × ___ Dia.	Per Each.
Pay Item No. 510-JR: ___ × ___ Dia.:	Wet Connections, ___ Dia. × ___ Dia.	Per Each.
Pay Item No. 510-KR:	Ductile Iron Fittings	Per Ton.
Pay Item No. 510-ASD___Dia.:	Pipe, ___ Dia. (all depths), including excavation and backfill	Per Linear Foot.
Pay Item No. 510-CSD:	Pipe Excavation, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-DSD:	Pipe Trench Backfill, ___ Ft. Width	Per Linear

		Foot.
Pay Item No. 510-ESD:	Concrete Seal or Cradle, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-FSD:	Concrete Trench Cap, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-GSD:	Concrete Cap and Encasement, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-HSD:	Cement Stabilized Backfill, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-AW___ Dia.:	Pipe, ___ Dia. ___ Type (all depths), including excavation and backfill	Per Linear Foot
Pay Item No. 510-AWRJ___ Dia.:	Factory Restrained Joint Pipe, ___ Dia., Class Ductile Iron, (all depths) including Excavation and Backfill	Per Linear Foot.
Pay Item No. 510-BW___ × ___ Dia.:	Connecting New ___ Service to Existing Private Service (___ Dia. New Service to ___ Dia. Private Service)	Per Each.
Pay Item No. 510-CW:	Pipe Excavation, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-DW:	Pipe Trench Backfill, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-EW:	Concrete Seal or Cradle, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-FW:	Concrete Trench Cap, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-GW:	Concrete Cap and Encasement, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-HW:	Cement Stabilized Backfill, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-IW:___ × ___ Dia.:	Pressure Taps, ___ Dia. × ___ Dia.	Per Each.
Pay Item No. 510-JW: ___ × ___ Dia.:	Wet Connections, ___ Dia. × ___ Dia.	Per Each.
Pay Item No. 510-KW:	Ductile Iron Fittings	Per Ton.
Pay Item No. 510-AWW: ___ Dia.:	Pipe, ___ Dia. ___ Type (all depths), including Excavation and Backfill	Per Linear Foot.
Pay Item No. 510-AWWRJ___ Dia.:	Factory Restrained Joint Pipe, ___ Dia., Class ductile Iron, (all depths) including Excavation and Backfill	Per Linear Foot.
Pay Item No. 510-BWW___ × ___ Dia.:	Connecting New ___ Service to Existing Private Service (___ Dia. New Service to ___ Dia. Private Service)	Per Each.
Pay Item No. 510-CWW:	Pipe Excavation, ___ Ft. Width	Per Linear

		Foot.
Pay Item No. 510-DWW:	Pipe Trench Backfill, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-EWW:	Concrete Seal or Cradle, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-FWW:	Concrete Trench Cap, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-GWW:	Concrete Cap and Encasement, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-HWW:	Cement Stabilized Backfill, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-KWW:	Ductile Iron Fittings	Per Ton.
Pay Item No. 510-VIDEO	Video Inspection of Newly Installed Box Culverts and Storm Drain Pipe	Per Linear Foot.
Pay Item No. 510-JH	2-inch Jumper Hose	Per Linear Foot.

An "R" after the pay item indicates the use for reclaimed water.

An "SD" after the pay item indicates the use for storm drain.

A "W" after the pay item indicates the use for water.

A "WW" after the pay item indicates the use for wastewater.

End

Applicable References:

Standard Specifications Manual: Item Nos. Ref: 102S, 210S, 402S, 403, 501S, 505S, 506, 507S, 509S, 593S, 601S, 604S

Standards Manual: Standard Detail Nos. 510S-1, (520 - series).

Design Criteria Manuals: Utilities Criteria Manual, Section 5.

ITEM NO. 720S
METAL FOR STRUCTURES

720S.1 - Description

This item shall govern all structural and miscellaneous steel, anchor bolts, and miscellaneous metals used in structures. Reinforcing steel (Item 406S) and other structural materials are not included.

This specification is optional and is applicable for projects or work involving either inch-pound or SI units. Within the text inch-pound units are given preference followed by SI units shown within parentheses.

720S.2 - Submittals

The submittal requirements of this specification item include:

A. Certification or mill test reports indicating that all materials supplied are in accordance with this specification.

B. Any material proposed for use and not designated herein, including type and trade name for any material not generically specified by the American Society for Testing and Materials (ASTM). Submittal shall include material specification and technical data as required to show that the proposed material meets the intent of those specified herein.

C. When SI unit bolts are proposed for use on a project, submit sizing of bolt(s) and the U.S. Customary Unit (USCU) bolt size(s) the SI unit bolt(s) will be substituted for. Note: although this specification includes ASTM standards for both USCU and SI, there is no conversion between these standards; each contains a different set of bolts with different physical size characteristics. When SI unit bolts are used, appropriately sized SI unit nuts and washers shall also be provided.

720S.3 - Structural Steel for Main Members

Unless otherwise indicated, structural steel for main members shall conform to the longitudinal Charpy V-notch (CVN) requirements in accordance with Table A. Sampling and testing shall be in accordance with ASTM A673 (A673M).

A. Structural Steel

When indicated as Structural Steel, the material shall conform to ASTM A 36 (A36M), with a minimum specified yield strength of 36 ksi (250 MPa).

B. High Strength Structural Steel (HS)

When indicated as Structural Steel-HS, the material shall have a minimum required yield strength of 50 ksi (345 MPa), conforming to one of the following ASTM specifications:

1. ASTM A 572 (A572M).
2. ASTM A 588 (A588M).
3. ASTM A709 (A709M).
4. ASTM A992 (A992M).

C. Extra High Strength Structural Steel (XHS)

When indicated as Structural Steel-XHS, the material shall have a minimum specified yield strength of 90 ksi (620 MPa), conforming to one of the following ASTM specifications:

1. ASTM A 514 (A514M). Structural shapes and seamless tubing, meeting the requirements of A514 (A514M) will be permitted with a maximum tensile strength of 140 ksi (965 MPa) for structural shapes and 145 ksi (1,000 MPa) for seamless tubing.

2. ASTM A 517 (A517M).

   ASTM A514 (A514M) and ASTM A517 (A517M) steels are considered weldable.

TABLE A				
Min. Spec. Yield Strength, Fy [ksi (MPa)]	Thickness, t [in. (mm)]	Welded	Mech. Fastened	Min. CVN Toughness [ft. lb. @ °F (J @ °C)]
Fy ≤ 40 (275)	t ≤ 4 (100)	X	X	15 @ 70 (20 @ 21)
40 (275)< Fy ≤ 65 (450)	t ≤ 2 (50) 2 (50) < t ≤ 4 (100) >2 (50) < t ≤ 4 (100)	 X X	 X X	 15 @ 70 (20 @ 21) 15 @ 70 (20 @ 21) 20 @ 70 (27 @ 21)
65 (450)< Fy ≤ 90 (620) (Refer to note 3 below)	t ≤ 2.5 (65) 2.5 (65) < t ≤ 4 (100) 2.5 (65) < t ≤ 4 (100)	 X X	 X X	 20 @ 50 (27 @ 10) 20 @ 50 (27 @ 10) 25 @ 50 (34 @ 10)

Notes for Table A:

1. For Fy ≤ 50 ksi (345 MPa), use the (H) frequency of testing in accordance with ASTM A673 (A673M).
2. For Fy > 50 ksi (345 MPa), use the (P) frequency of testing in accordance with ASTM A673 (A673M).
3. If the yield strength of the material exceeds 90 ksi (585 MPa), the testing temperature shall be reduced 15°F (8.3°C) per 10 ksi (69 MPa) increment, or portion thereof.

720S.4 - Miscellaneous Steel

A. High Strength Bolts

High strength bolts shall conform to ASTM A325, A325M, A490, or A490M, unless otherwise indicated. For submittal requirements of SI unit bolts, refer to 720S.3 C. Nuts for high strength bolts shall conform to ASTM A563 or A563M and washers shall conform to ASTM F436 or F436M.

B. Unless otherwise indicated, structural steel for secondary members such as shoes, diaphragms, stiffeners, bearing stiffeners, lateral bracing, diagonals, armor joints, and finger joints shall conform to one of the following:

1. ASTM A36 (A36M), with a minimum specified yield strength of 36 ksi (250 MPa).
2. ASTM A500, with a minimum specified yield strength of 46 ksi (315 MPa).

Structural steels used for secondary or nonstress-carrying members will not be subject to impact requirements.

All steels greater than 0.5 inch (13 mm) in thickness used for structural supports for highway signs, luminaries, and traffic signals shall conform to the longitudinal Charpy V-notch requirements of Table A.

C. Stud shear connectors, slab anchors, and anchors on armor and finger joints shall conform to ASTM A108, Grades 1015, 1018, or 1020, either semi- or fully-killed, with a minimum specified yield strength of 50 ksi (345 MPa).

D. Piling

Steel piling shall conform to one of the following:

1. ASTM A36 (A36M), with a minimum specified yield strength of 36 ksi (250 MPa).
2. ASTM A252, greater than or equal to 10 gauge, with a minimum specified yield strength of 35 ksi (240 MPa).
3. ASTM A328 (A328M), with a minimum specified yield strength of 39 ksi (270 MPa).
4. ASTM A1011 (A1011M), with a minimum specified yield strength of 33 ksi (230 MPa).

E. Deck Plates

Material for deck plates shall be corrosive-resistant structural steel conforming to ASTM A242 (A242M). The material must be of weldable quality and shall contain alloying elements that furnish corrosion resistance at least twice that of copper bearing structural steel. The type and trade name shall be submitted for review.

F. Rail Posts

Material for rail posts shall conform to ASTM A36 (A36M), with a minimum specified yield strength of 36 ksi (250 MPa).

G. Forgings

Steel forgings from which pins, rollers, trunnions, or other forged parts are to be fabricated shall conform to ASTM A668 (A668M), class C, D, F, or G, with a minimum specified yield strength of 33 ksi (230 MPa). As an alternate for pins four (4) inches in diameter or less, ASTM A108, grades 1016-1030, with a minimum specified yield strength of 36 ksi (250 MPa) may be used.

H. Castings

Steel castings shall conform to ASTM A27 (A27M), Grade 70-36, with a minimum specified yield strength of 36 ksi (250 MPa).

I. Anchor Bolts

Anchor bolts shall conform to one of the following:

1. Plain and threaded bars used for anchorage purposes, ASTM A36 (A36M).
2. Headed bolts and nuts, ASTM A307, Grade A.
3. High strength anchor bolts, ASTM A193 (A193M). Nuts for high strength anchor bolts shall conform to ASTM A194 (A194M).

Anchor bolts shall not be galvanized unless otherwise indicated. When galvanized, anchor bolts and nuts shall be tapped or chased after galvanizing.

When heat treated material is specified or required, the test report for certification shall include the necessary certification relative to the heat treating process.

J. Steel Pipe

Steel pipe shall conform to Item No. 510, "Pipe".

K. Tubing

Steel tubing shall conform to one of the following:

1. ASTM A500, Grade B.
2. API Standard 5L, Grade X52, except as noted herein, may be used if produced by a mill recognized as authorized to produce pipe with the API monogram and listed as such in the standard API specifications. Hydrostatic tests will not be required.

In lieu of the mill test report, a certificate from the manufacturer will be required for each lot or shipment certifying that the tubing meets the requirements stated above.

L. Pipe Rail

Pipe rail shall be construed to include special extruded and bent shapes and shall be of the section indicated. Pipe may be rolled or extruded to the shape indicated or may be cold pressed from a round pipe or flat plate.

If cold pressed, the design of the press and dies shall result in a pipe of uniform section and free from die marks. After the pipe has been formed to the required section, it shall be cut to the lengths required. The end cuts and notches shall be made at such angles with the axis of the pipe as required to produce vertical end faces and plumb posts when indicated. Cutting and notching of pipe shall be done with a saw or machine guided torch or other means that will insure a neat and uniform finish.

M. Deep Beam Rail

Deep beam rail shall conform to AASHTO M180, 10 or 12 gage (exclusive of protective coating). The terminal connector shall be of the same material, not less than 10 gage. Unless otherwise indicated, the rail element shall be galvanized.

720S.5 - Miscellaneous Metals

A. Iron

All iron castings shall be true to pattern in form and dimensions, free from pouring faults, sponginess, cracks, blow holes, and other defects in positions affecting their strength and value for the service intended. Castings shall conform to the following ASTM designations:

1. Malleable iron, ASTM A47 (A47M), grade 35018.
2. Gray iron, ASTM A48 (A48M), class 30 or 35.
3. Ductile iron, ASTM A536, grade 60-40-18 or 65-45-12.

B. Lead

Sheet lead shall conform to ASTM B29, refined lead or pig.

C. Copper

Copper strip or sheet shall conform to the following:

1. ASTM B100, alloy 510 or 511.
2. ASTM B152 (B152M).

D. Aluminum

Unless otherwise indicated, aluminum materials shall conform to the following:

1. Castings, ASTM B108, alloy A444-T4.
2. Extrusions, ASTM B221, alloy 6061-T6.
3. Sheet and plate, ASTM B209, alloy 2024-T3. If welding is required, alloy 6061-T6 can be substituted, but must be heat treated after fabrication and welding.
4. Deep beam rail, ASTM B209, alloy 2024-T3. The minimum thickness of the rail element shall be 0.156 inch (nominal) unless otherwise indicated.

E. Bronze

Bronze bearing and expansion plates shall conform to ASTM B22, alloy 911.

720S.6 - Fabrication, Erection and Painting

Fabrication, erection and painting of metal for structures shall conform to the following:

A. Item No. 721S, "Steel Structures".

B. Item No. 722S, "Paint and Painting". Aluminum or galvanized steel members shall not require painting.

C. Item No. 723, "Structural Welding".

720S.7 - Galvanizing

Galvanizing, where indicated, shall conform to the following:

A. Fabricated items, rolled, pressed or forged steel shapes, plates, pipes, tubular items, and bars, ASTM A123 (A123M).

B. Steel or iron castings, ASTM A153 (A153M).

C. Bolts, nuts, screws, washers, and other miscellaneous hardware, ASTM A153 (A153M), Class C or D or ASTM B695, Class 50.

The measurements of thickness and weight of galvanized coating shall be in accordance with TxDOT test method Tex-728-I.

720S.8 - Measurement

Measurement shall be in accordance with the following:

A. Weights of supplied metal for structures shall be determined in accordance with Table B:

TABLE B	
Material	**Weight [lb./cu. ft. (kg/cu. m)]**
Steel	490 (7,849)
Iron, cast	450 (7,208)

Iron, wrought	485 (7,769)
Lead	710 (11,373)
Copper	556 (8,906)
Aluminum	165 (2,643)
Bronze	509 (8,153)

B. Weights of bolts, nuts, and washers shall be in accordance with the American Institute of Steel Construction's "Steel Construction Manual".

C. The quantity of metal for structures furnished and placed will be based on the weight of metal in the fabricated structure. The weight of erection bolts, paint or weld metal shall be excluded.

D. The weights of secondary metals in steel or concrete structures (such as castings, bearing plates, anchor bolts, drains, deck plates, armor joints, and finger joints) for which no separate measurement is specified, shall be in accordance with this specification.

E. The weights of rolled shapes and plates shall be computed on the basis of their normal weights and dimensions.

F. The weights of castings will be computed from the dimensions indicated.

G. Deductions will be made for all cuts, copes, perforations, and all holes except bolt holes.

Splices will be measured as follows:

A. No additional weight will be allowed for weld metal in a welded splice.

B. Where a bolted splice is permitted as an alternate for a welded splice, measurement will be made on the basis of a welded splice.

C. Where a bolted splice is required, the weight of splice material, bolt heads, washers and nuts, with no deduction for holes, will be measured.

A change in design may be required and approved by the Engineer or designated representative, due to unforeseen conditions or other reason, which either increases or decreases the quantity of metal in the completed structure; the increase or decrease in weight will be measured in accordance with this specification and shall be included as a change from the original quantity computed. No adjustment will be made for a change which has not been approved by the Engineer or designated representative and which either increases or decreases the quantity of metal in the completed structure. These changes are subject to approval by the Engineer or designated representative nonetheless to assure that the completed structure is in accordance with the original design intent.

720S.9 - Payment

Structural steel for main members will be paid for at the unit price bid per pound for "Structural Steel", "Structural Steel-HS", "Structural Steel-XHS", or such other classification(s) of metal indicated.

Shipping invoice or acceptance slip weights will not be used as basis for payment.

Payment will be made based on the quantity indicated, except as may be modified by the following:

A. Either party to the contract may request an adjustment of the quantities indicated (by each separate bid item), if the weights calculated in accordance with this specification vary from those indicated by more than the following:

1. Over 500 tons - 0.5 percent.
2. 50 tons through 500 tons - 1 percent.
3. Less than 50 tons - 1.5 percent.

When adjustment is required, the Contractor shall furnish the Engineer or designated representative three sets of shop bills showing the calculated weights of all parts of the structure. The weights shall be computed from the approved shop drawings, except as noted above. When this quantity is certified correct by the Engineer or designated representative, it will become the revised plan quantity. Quantities revised in this manner will not be subject to the provisions of the "General Conditions".

B. When quantities are revised by a change in design, the plan quantity will be increased or decreased by the amount involved in the design change. Quantities revised in this manner will be subject to the provisions of the "General Conditions".

The unit bid price(s) shall include full compensation for furnishing all materials and for all fabrication, shopwork, transportation, erection, paint, painting, galvanizing, and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work.

Payment, when included as a contract pay item, will be made under:

Pay Item No. 720S-A:	Structural Steel	Per Pound.
Pay Item No. 720S-B:	Structural Steel-HS	Per Pound.
Pay Item No. 720S-C:	Structural Steel-XHS	Per Pound.

End

SPECIFIC CROSS REFERENCE MATERIALS	
Specification Item 720S, "Metal for Structures"	
City of Austin Standard Specification Items	
Designation	Description

Item 510	Pipe
Item 721S	Steel Structures
Item 722S	Paint and Painting
Item 723	Structural Welding
American Association of State Highway and Transportation Officials (AASHTO)	
Designation	Description
M180	Standard Specification for Corrugated Sheet Steel Beams for Highway Guardrail
American Petroleum Institute (API)	
Designation	Description
5L	Line Pipe
American Society for Testing and Materials (ASTM)	
Designation	Description
A27/A27M	Standard Specification for Steel Castings, Carbon, for General Application
A36/A36M	Standard Specification for Carbon Structural Steel
A47/A47M	Standard Specification for Ferritic Malleable Iron Castings
A48/A48M	Standard Specification for Gray Iron Castings
A108	Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished

A123/A123M	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
A153/A153M	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
A193/A193M	Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High Temperature or High Pressure Service and Other Special Purpose Applications
A194/A194M	Standard Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both
A242/A242M	Standard Specification for High-Strength Low-Alloy Structural Steel
A252	Standard Specification for Welded and Seamless Steel Pipe Piles
A307	Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength
A325	Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
A325M	Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Minimum Tensile Strength [Metric]
A328/A328M	Standard Specification for Steel Sheet Piling
A370	Standard Test Methods and Definitions for Mechanical Testing of Steel Products
A490	Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength
A490M	Standard Specification for High-Strength Steel Bolts, Classes 10.9 and 10.9.3, for Structural Steel Joints [Metric]
A500	Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
A514/A514M	Standard Specification for High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding
A517/A517M	Standard Specification for Pressure Vessel Plates, Alloy Steel, High-Strength, Quenched

	and Tempered
A536	Standard Specification for Ductile Iron Castings
A563	Standard Specification for Carbon and Alloy Steel Nuts
A563M	Standard Specification for Carbon and Alloy Steel Nuts [Metric)
A572/A572M	Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
A588/A588M	Standard Specification for High-Strength Low-Alloy Structural Steel with 50 ksi [345 MPa] Minimum Yield Point to 4-in. [100-mm] Thick
A668/A668M	Standard Specification for Steel Forgings, Carbon and Alloy, for General Industrial Use
A673/A673M	Standard Specification for Sampling Procedure for Impact Testing of Structural Steel
A709/A709M	Standard Specification for Structural Steel for Bridges
A992/A992M	Standard Specification for Structural Steel Shapes
A1011/A1011M	Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
B22	Standard Specification for Bronze Castings for Bridges and Turntables
B29	Standard Specification for Refined Lead
B100	Standard Specification for Wrought Copper-Alloy Bearing and Expansion Plates and Sheets for Bridge and Other Structural Use
B152/B152M	Standard Specification for Copper Sheet, Strip, Plate, and Rolled Bar
B108	Standard Specification for Aluminum-Alloy Permanent Mold Castings
B209/B209M	Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
B221/B221M	Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire,

	Profiles, and Tubes
B695	Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel
F436	Standard Specification for Hardened Steel Washers
F436M	Standard Specification for Hardened Steel Washers [Metric]
TxDOT Specifications	
Designation	Description
Tex-728-I	Measurements of Dry Film Coating Thickness on Steel

RELATED CROSS REFERENCE MATERIALS	
Specification Item 720S, "Metal for Structures"	
City of Austin Standard Specification Items	
Designation	Description
Item 406S	Reinforcing Steel
American Society for Testing and Materials (ASTM)	
Designation	Description
A370	Standard Test Methods and Definitions for Mechanical Testing of Steel Products

SPECIAL PROVISION To
Standard Specification
Item 510 Pipe

For this project Item 510, “Pipe”, dated 12/08/18, of the City of Austin Standard Technical Specifications is hereby amended with respect to the clauses cited below. No other clauses or requirements of this Section of the City of Austin Standard Specifications are waived or changed.

Section 510.2 Materials (8) Pipe

1. Under (b) Iron Pipe - Linings and Coating:

   Add the following paragraphs under section (b) Iron pipe Linings and Coating:

   “All new piping and valves shall be coated in accordance with Special Specification 90600 High Performance Coating.”

End

PART 1: GENERAL

1.01 GENERAL NOTE

A. This Section of the Specifications describes the instruments to be furnished on this Project.

1.02 SCOPE OF WORK

A. Furnish each instrument complete with all accessories and appurtenances specified herein or as otherwise required for a satisfactorily operating instrument.

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. Submittals: Section 01300

B. Electrical General Information: Section 16010.

1.04 REFERENCE STANDARDS

A. ANSI (American National Standards Institute)

B. AISC (American Institute of Steel Construction)

C. ASTM (American Society for Testing and Materials)

D. AWWA (American Waterworks Association)

E. JIC (Joint Industrial Council)

F. NEMA (National Electrical Manufacturers Association)

G. NEC (National Electrical Code)

H. ISA (Instrument Society of America)

I. SAMA (Scientific Apparatus Manufacturers Association)

1.05 MAINTENANCE

A. Provide spare parts recommended by the manufacturer.

B. Provide any special tools, which may be required for installation.

1.06 QUALITY ASSURANCE

A. All instruments of a like type shall be the product of the same manufacturer. Acceptable manufacturers shall be as indicated herein.

B. All materials used shall be new and of the best quality. Substandard material or used/remanufactured materials will not be accepted.

C. Instruments shall be of domestic manufacture using parts made in the U.S.A; and they shall be assembled and tested in the U.S.A.

D. All equipment shall be of the latest and most modern design and shall have the overall accuracy as guaranteed by the manufacturer or as specified herein. One manufacturer shall furnish all components.

E. All instruments shall be factory-tested and calibrated.

1.07 MANUFACTURER'S SERVICES

A. Provide the services of factory-trained technical representatives of the various components to assist in start-up. At a minimum, the following services are to be provided:

1) Inspect the complete installation to assure that it is installed with manufacturer’s recommendations.

2) Make adjustments necessary to place the system in trouble-free operation.

3) Instruct operating personnel in the proper care and operation of the equipment.

4) Provide required assistance during start-up of the applicable system.

1.08 SUBMITTALS

A. Submittals shall comply with Section 16010

1.09 WARRANTY

A. Manufacturer shall guarantee against faulty or inadequate design, improper assembly or fabrication and defective workmanship or materials for a period of twelve months from the data of final acceptance of the installation. Manufacturer shall guarantee to correct any and all deficiencies at no cost to the Owner as long as the Warranty is in effect. Cost of shipment shall be included in the Warranty.

PART 2: PRODUCTS

2.01 PRESSURE INDICATING TRANSMITTER

A. Electronic absolute pressure indicating transmitter.

1) Calibrated to read operating and surge pressures.

B. Performance:

1) Accuracy: 0.1% calibrated span.

2) Stability: 0.1% Upper range limit.

3) Temperature: -40 to 85C (-40 to 185F).

4) Operating pressure: 150 psi minimum.

5) Pressure rating: 3 times the operating pressure.

C. Features:

1) All stainless steel construction.

2) 4-20 mAdc analog output directly proportional to the measured pressure, 500 Ohm total burden with 24 Vdc loop power.

3) HART protocol module for integration into the PLC.

4) 2-wire, 24 Vdc loop powered.

5) LCD interface with two button control.

6) Stainless steel mounting bracket and bolts.

7) Transmitter shall be capable of being mounted remotely from transducer.

D. Acceptable Manufacturers:

1) Foxboro IAP10M.

2) Engineer approved equal.

E. Supply transmitter with remote mount, flanged, diaphragm seal to isolate the pressure transmitter, and capillary for connection between transducer and transmitter.

1) Diaphragm seal assembly shall be complete and provided by transmitter manufacturer.

2) Flanged Diaphragm Seal

a) Seal shall allow for remote mount of transmitter unit.

b) Upper body, lower body, and diaphragm shall be constructed 316SS.

c) Seal shall contain Buna-N gasket.

d) Seal shall be provided with flushing connection.

3) Capillary

a) Capillary shall be installed to transmit pressure from the diaphragm seal to the transmitter.

b) Capillary shall be constructed of 316SS Flexible Armor, with a protective coat.

c) Interior diameter of capillary shall be 1.5mm.

d) Length shall be determined by measurement in the field. Provide slack as recommended by manufacturer.

e) Capillary shall be supported and supported every 5’-0”, and within 12” of connection of the transmitter and transducer. Fasteners shall be SS, and shall be compatible with metal cable.

4) Fill Fluid

a) Diaphragm seal fill material shall be silicone.

5) Acceptable Manufacturers:

a) Foxboro, model: DC-R.

b) Engineer approved equal.

PART 3: EXECUTION

3.01 SHIPPING, STORAGE AND HANDLING

A. Shipping: Instruments are to be crated and shipped in crush-proof containers. Manufacturer shall bear responsibility for any damages incurred in shipment.

B. Storage: Store transmitter in a humidity-controlled area protected from weather and possible damage. Do not store in direct contact with the ground.

C. Handling: Handle transmitter carefully to prevent damage to internal electronics, diaphragms, strain gauges, etc.

3.02 INSTALLATION

A. General: Install instruments in accordance with the manufacturer's recommendations. Include all necessary piping, tubing, isolation valves, fittings, etc.

3.03 FIELD CALIBRATION AND TESTING

A. Instrumentation Calibration: Calibrate instruments and prepare calibration reports. All calibration to be performed by a factory-trained technical representative.

B. Instrument loops shall be tested independently from the PLC. Loops shall be manually powered, tested and verify loop function with a meter prior to connection to the PLC in order to determine that each loop is functioning properly. Testing shall include all analog and discrete I/O points to the PLC.

C. Check the overall system to see that it functions as specified based on simulated inputs at each sensor and at each set of field contacts monitored. This check to include the testing of all automatic functions, sounding of alarms, etc.

D. Check the overall accuracy of each instrument loop to ensure that it is within acceptable tolerance.

E. Comply with the manufacturer's recommendations.

F. Defects: If defects are found under simulated conditions, make corrections and retest.

G. Start-up Testing: After start-up, test the complete system under actual conditions to determine that all specified functions can be performed.

H. System Test Report: After completion of testing, submit a System Test Report to include the following:

1) Certification that the system is operating correctly and within tolerances.

2) Listing of calculated tolerances for each new and modified instrument loop.

END OF SECTION

PART I - GENERAL

1.01 SUMMARY

A. The work includes, but is not limited to, the following principal systems and equipment:

1. 120/208-Volt System
2. 480-Volt System
3. Motors
4. Motor Control Centers
5. Panel boards
6. Conduit and Raceways
7. Transformers
8. Lighting fixtures and lamps
9. Grounding and Lightning Protection
10. Conductors
11. Miscellaneous Controls and Equipment
12. Cathodic Protection Systems

1.02 RELATED REQUIREMENTS

A. Work as called for on PLANS, or in this or other Specification Sections.

B. Intent:

1. The intent of the contract drawings or PLANS is to establish the types of systems and functions, but not to set forth each item essential to the functioning of the system.

2. Electrical drawings are generally diagrammatic and show approximate location and extent of work.

3. Install the work complete, including minor details necessary to perform the function indicated.

4. In case of doubt as to work intended, or if amplification or clarification is needed, request instructions from the ENGINEER in the form of Request for Information (RFI).

5. It is also the intent of these Contract Documents for the Electrical and Package System Contractor, if applicable, to coordinate with each other in order to provide a complete and workable system with all wiring, conduit and accessories required which may not be shown on the PLANS.

C. Discrepancies:

1. Review pertinent drawings and adjust the work to conditions shown.

2. Where discrepancies occur between PLANS, specifications, and actual field conditions, immediately notify the ENGINEER in writing for interpretation.

3. Dimensions on electrical drawings shall be coordinated with other discipline drawings.

D. Outlet and Equipment Locations:

1. Coordinate the actual locations of electrical outlets and equipment with building features and mechanical equipment as indicated on other discipline drawings.

2. Review with the OWNER and ENGINEER any proposed changes in outlet or equipment location.

3. Relocation of outlets before installation, up to 10 feet from the position indicated, may be directed by OWNER and ENGINEER without additional cost.

4. Remove and relocate outlets placed in an unsuitable location, when so requested by the OWNER and ENGINEER.

1.03 REFERENCES

A. Perform work, furnish and install materials and equipment in full accordance with the latest issue of applicable rules, regulations, requirements, and specifications of the following:

1. Austin Water (AW) Facility Engineering Standards and Specifications
2. Local laws and ordinances
3. State and Federal Laws
4. National Electrical Code (NEC)
5. State Fire Marshal
6. Underwriters' Laboratories (UL)
7. National Electrical Safety Code (NESC)
8. American National Standards Institute (ANSI)
9. National Electrical Manufacturer's Association (NEMA)
10. National Electrical Contractor's Association (NECA) Standard of Installatiion
11. NFPA 70E Standard for Electrical Safety in the Workplace
12. Institute of Electrical and Electronics Engineers (IEEE)
13. Insulated Cable Engineers Association (ICEA)

14. Occupational Safety and Health Act (OSHA)
15. International Electrical Testing Association (NETA)
16. American Society for Testing and Materials (ASTM)
17. National Fire Protection Association (NFPA)
18. American Concrete Institute (ACI)
19. International Building Code (IBC)
20. Insulated Power Cable Engineers Association (IPCEA)
21. Association Edison Illuminating Company (AEIC)

B. Wherever the requirements of the Specifications or Drawings exceed those of the above items, the requirements of the Specifications or Drawings govern. Code compliance is mandatory.

C. Product Quality:

1. All electrical items shall be new and unused. Items such as cables, transformers, motors, control centers, etc., shall be newly manufactured for this project. Proof of purchase documents shall be provided upon request. Utilize products of a single manufacturer for each item.

D. Discrepancies:

1. The PLANS and Specifications are intended to comply with listed codes, ordinances, regulations and standards.

2. Where discrepancies occur, immediately notify the ENGINEER in writing and ask for an interpretation.

3. Should installed materials or workmanship fail to comply, the CONTRACTOR is responsible for correcting the improper installation at no cost to the OWNER.

4. Additionally, where sizes, capacities, or other such features are required in excess of minimum code or standards requirement, provide those specified or shown.

E. Permits:

1. Obtain certificates of inspection and other permits required as a part of the work at no cost to the OWNER.

1.04 DEFINITIONS

A. For the purposes of this specification, the word CONTRACTOR specified herein shall pertain to the Electrical and/or Instrumentation and Control (I&C) Contractor, unless indicated otherwise in this document.

1.05 SYSTEM DESCRIPTION

A. The CONTRACTOR shall be responsible for:

1. Complete systems in accordance with the intent of these Contract Documents.

2. Coordinating the details of facility equipment and construction for all Specification Divisions which affect the work covered under DIVISION 16.

3. Furnishing and installing incidental items not actually shown or specified, but which are required by good practice to provide complete functional systems.

4. Coordination of Work

   a. It's the responsibility of the General/Prime Contractor to maintain coordination between all trades performing electrical and I&C work.

B. Electrical plan drawings show only general locations of equipment, devices, and raceway, unless otherwise noted. The Electrical Contractor shall be responsible for the proper routing of raceway, subject to the approval of the ENGINEER.

C. Submit to the ENGINEER in writing details of any necessary, proposed departures from these Contract Documents, and the reasons therefore. Submit such request as soon as practicable, but no later than ten (10) days after Notice to Proceed (NTP). Make no such departures without written approval of the ENGINEER.

D. Where the CONTRACTOR is submitting a packaged system, CONTRACTOR shall meet the requirements of DIVISION 16 and DIVISION 17. This includes field cables, conductors, labeling, relays, terminal blocks, conduits, junction boxes, circuit breakers, combination starters, pushbuttons, pilot lights, motors, etc. Deviations shall not be accepted, unless approved in writing in advance. Control centers and special control cabinets wired to terminal blocks shall include the manufacturer's standard quality, unless specifically mentioned to the contrary on the drawings or in the specifications.

E. Maintain continuity of electric service to functioning portions of the process or buildings during hours they are normally in use. Temporary outages will be permitted during cutover work at such times and places as can be prearranged with the OWNER'S designated Representative. Give the OWNER a minimum of 14 days notice prior to any shutdowns. Such outages shall be kept to a minimum number and minimum length of time. Make no outages without prior written authorization of the ENGINEER. Include costs for temporary wiring and overtime work required in the Contract price. Remove temporary wiring at the completion of the work. The CONTRACTOR shall be responsible to provide and pay for temporary power to any facility during

construction to facilitate the new construction unless prior authorization is approved for use of site power by the OWNER. If a generator is needed, the CONTRACTOR shall be responsible for all associated costs, including fuel.

F. Unless shown in detail, the drawings are diagrammatic and do not necessarily give exact details as to elevations and routing of raceways, nor do they show all offsets and fittings; nevertheless, install the raceway system to conform to the structural and mechanical conditions of the construction.

G. Cabling inside equipment shall be carefully routed, trained, and laced. Placing cables so that they obstruct equipment devices is not acceptable.

1.06 SUBMITTALS

A. Data Required:

1. Submit shop drawings, product data and all other required information as specified in DIVISION 1. Submittals are required on all products and items to be installed on this project.

2. Submittal data must show the manufacturer's name, published ratings or capacity data, detailed equipment drawing for fabricated items, panel diagrams, wiring diagrams, installation instructions and other pertinent data.

3. Where literature is submitted covering a group or series of similar items, the applicable items must be clearly indicated. Mark through items not being provided and clearly identify all options being provided.

4. Do not combine submittals for multiple Specifications Sections.

B. Submittal Items:

1. Submittals are required for all equipment and materials to be used on this project. Submittals shall be complete with all pertinent information and installation details. The CONTRACTOR shall assume all costs and liabilities which may result from the ordering of any material or equipment prior to the review of the shop drawings or submittals. No installation shall begin until the shop drawings and/or submittals have been approved. In case of correction or rejection, resubmit until such time as they are accepted by the OWNER'S REPRESENTATIVE, and such procedures will not be cause for delay.

C. Terminal Connection Diagrams:

1. Submit terminal connection diagrams for approval prior to any wire installation.

2. Submit finalized terminal connection diagrams at the end of the Contract.

1.07 QUALITY ASSURANCE

A. All manufacturers named in the contract specifications are a basis as a standard of quality. Substitutions of any equal product will be considered for acceptance. The judgment of equality of product substitution shall be made by the ENGINEER and OWNER.

B. An acceptable CONTRACTOR for the work under DIVISION 16, DIVISION 17 and other applicable specifications must have personnel with experience, training, and skill to provide a practical working system. The CONTRACTOR shall have previous water and wastewater experience with at least 5 years in business.

   1. The CONTRACTOR shall be required to furnish acceptable evidence of having installed not less than three systems of size and type comparable to this project.

   2. The systems must have served satisfactorily for not less than 3 years.

   3. The superintendent must have had experience in installing not less than three systems.

   4. The CONTRACTOR shall submit qualifications of his firm and resumes of his personnel who will work on this project.

C. All electrical work shall be performed by workers skilled in the electrical trade and licensed for the work by the local authority (Licensed by the State of Texas).

D. A licensed Master Electrician or a licensed Journeyman Electrician holding a current license in the State of Texas shall be required to be on the job site during the performance of any electrical work.

E. All cable splicing and termination methods and materials shall be of the type recommended by the splicing materials manufacturer for the cable to be spliced, and shall be approved by the ENGINEER prior to installation.

F. All materials and equipment shall be installed in accordance with the approved recommendations of the manufacturer, the best practices of the trade, and in conformance with the Contract Documents. The CONTRACTOR shall promptly notify the ENGINEER in writing of any conflict between any requirements of the Contract Documents and manufacturer's directions, and shall obtain written instructions from the ENGINEER before proceeding with the work. Should the CONTRACTOR perform any work that does not comply with the manufacturer's directions or such written instructions from the ENGINEER, the CONTRACTOR shall bear all costs arising in correcting deficiencies.

G. All equipment and materials shall be new, unless specifically noted otherwise, and shall bear the manufacturer's name, trademark, ASME, UL, NEMA and/or other labels in every case where a standard has been established for the particular item. Equipment shall be the latest approved design of a standard product of a manufacturer regularly engaged in the production of the required type of equipment.

H. It is the responsibility of the CONTRACTOR to ensure that items furnished fit the space available with adequate room for proper operation and maintenance. The CONTRACTOR shall make measurements to ascertain space requirements, including those for connections, and shall furnish and install such sizes and shapes of equipment that, in the final inspection, will suit the true intent and meaning of the PLANS, Specifications and Contract Documents.

I. The CONTRACTOR shall furnish and install all equipment, accessories, connections and incidental items necessary to complete the work, ready for use and operation by the OWNER.

J. When the ENGINEER and OWNER have reviewed equipment submittals and given instructions to proceed with the installation of items of equipment that require arrangements or connections different from those shown on the drawings, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly and in accordance with the intent of the PLANS and Specifications, and he shall provide any additional equipment and materials that may be required. All changes shall be made at no increase in the Contract amount.

K. The CONTRACTOR shall support the installation of all equipment, plumb, rigid and true to line. The CONTRACTOR shall determine how equipment, fixtures, conduit, etc., are to be installed, and shall provide foundations, bolts, inserts, stands, hangers, brackets and accessories for proper support whether or not shown on the drawings.

1.08 DELIVERY STORAGE AND HANDLING

A. It is the CONTRACTOR'S responsibility to ensure that the equipment is not damaged. If equipment is damaged upon arrival, it shall be returned to the equipment manufacturer or supplier.

B. The CONTRACTOR shall have a representative on site to receive any and all deliveries.

C. Refer to section 3.09 of this document.

1.09 – 1.11 (NOT USED)

PART II - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

2.02 MATERIALS/CONSTRUCTION

A. Condition: Materials and equipment provided under these Specifications must be new products of manufacturers regularly engaged in production of such equipment. Provide the manufacturer's latest standard design for the type of equipment specified.

B. NEC and UL: Products must conform to requirements of the National Electrical Code. Where Underwriters' Laboratories have set standards, listed products, and issued labels, products used must be listed and labeled by UL.

C. NEMA and IEC: Only NEMA rated equipment is acceptable. IEC or dual rated NEMA/IEC equipment are not acceptable.

D. Factory Finish: Equipment must be delivered with a hard surface, factory-applied finish so that no additional field painting is required.

E. Field Installation: All field installed equipment, conduit, etc., shall require Type 316 stainless steel nuts, bolts, washers, metal framing and supports, and other items as indicated on the PLANS and Specifications.

F. Seismic Design: All electrical equipment to be designed in accordance with/IBC-2006 & ASCE 7-05 code for Seismic Design.

2.03 – 2.04 (NOT USED)

PART III - EXECUTION

3.01 GENERAL

A. Preparation:

1. At the job site, it the CONTRACTOR'S responsibility to maintain a full-size set of as built drawings that are updated daily.

    a. On the prints, record field changes and diagrams of those portions of work in which actual construction is at variance with the contract drawings.

    b. Mark the drawings with a colored pencil. Record installed feeder conduits, dimensioning the exact location and elevation of the conduit.

2. At the job site, maintain a set of equipment terminal connection diagrams.

B. Delivery:

1. Deliver as built red line drawings to the ENGINEER in the number and manner specified in DIVISION 1.

3.02 (NOT USED)

3.03 ERECTION, INSTALLATION, AND APPLICATION INSTRUCTIONS

A. Cooperation with Other Trades:

1. Coordinate equipment layout in sufficient time to be coordinated with work of others, provide drawings and layout work showing exact size and location of sleeves, openings or inserts for electrical equipment in slabs, walls, partitions and chases.

B. Workmanship:

1. Work must be performed by workers skilled in their trade. The installation must be complete whether the work is concealed or exposed as defined by the NEC.

C. Concrete Electrical Equipment Pads:

1. Thickness:

   a. Indoor: 4-inch-thick concrete housekeeping pads with chamfered edges or as indicated on the drawings.

   b. Outdoor: 6-inch-thick concrete housekeeping pads with chamfered edges or as indicated on the drawings.

2. Place pads on roughened floor slabs, sized so that outer edges extend a minimum of 3 inches beyond indoor equipment.

3. Exterior pads shall extend one foot beyond the equipment, including cooling fins.

4. Trowel pads smooth and chamfer edges to a 1-inch bevel.

5. Provide dowels in slab, and rebar between the dowels or as designed by the ENGINEER.

6. Housekeeping pads shall be level.

7. Secure equipment to pads as recommended by the manufacturer.

8. Follow structural detail where applicable.

D. Setting of Equipment:

1. Equipment must be leveled and set plumb.

2. All surface mounted Electrical and I&C equipment shall be spaced a minimum 1/4-inch from the mounting surface.

3. Stainless Steel 316 bolts, nuts and washers shall be used to anchor the equipment.

E. Sealing of Equipment:

1. Permanently seal outdoor equipment at the base using concrete grout.

2. Seal or screen openings into equipment to prevent entrance of animals, birds and insects.

3. Use stainless steel mesh with openings not larger than 1/16-inch squares for screened openings.

4. Seal small cracks and openings from the inside with silicone sealing compound.

5. As a minimum, seal all conduits entering a panel with duct seal unless otherwise directed by the ENGINEER or PLANS.

F. Concealed Work: Conceal electrical work in walls, floors, chases, under floors, underground and above ceilings except:

1. Where shown or specified to be exposed. Exposed is understood to mean open to view.

2. Where exposure is necessary to the proper function.

3. Where size of materials and equipment precludes concealment.

G. Cutting and Patching:

1. Lay out work carefully in advance. Do not cut or notch any structural member or building surface without specific approval of the ENGINEER. Carefully carry out any cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings, paving, or other surfaces required for the installation, support, or anchorage of conduit, raceways, or other electrical materials and equipment. Following such work, restore surfaces neatly to original condition.

2. If a CONTRACTOR damages concealed conduits, it is the CONTRACTOR'S responsibility to make all necessary repairs at no cost to the OWNER.

H. Load Balance:

1. The Drawings and Specifications indicate circuiting to electrical loads and distribution equipment. Balance electrical load between phases as closely as possible on switchboards, panel boards, motor control centers, etc.

I. Motor Rotation:

1. Coordinate rotation checks with the ENGINEER and the CONTRACTOR responsible for the driven equipment. Submit a written report to the ENGINEER for each motor verifying that rotation has been checked and corrected.

3.04 REPAIR/RESTORATION

A. Touch up scratches, scrapes, or chips in interior and exterior surfaces of devices and equipment with finishes matching as nearly as possible the type, color, consistency, and type of surface of the original finish. If extensive damage is done to equipment paint surfaces, refinish the entire equipment in a manner that provides finish equal to or better than the factory finish, and that meets the requirements of the Specifications and is acceptable to the ENGINEER.

3.05 – 3.06 (NOT USED)

3.07 CLEANING

A. Remove all temporary labels, dirt, paint, grease and stains from all exposed equipment. Upon completion of work, clean equipment and the entire installation so as to present a first class job suitable for occupancy. No loose parts or scraps of equipment shall be left on the premises.

B. All temporary wiring, wiring devices and associated equipment shall be removed upon completion of the project.

3.08 TESTING AND INSPECTION

A. Test Conditions:

1. Place circuits and equipment into service under normal conditions, collectively and separately, as may be necessary to determine satisfactory operation.

2. Perform specified tests in the presence of the ENGINEER, as specified in DIVISION 1 and DIVISION 16.

3. Furnish all instruments, wiring, equipment, and personnel required for conducting tests. Engage the services of an independent contractor if required. Test equipment shall be calibrated within the last 6 months.

4. Demonstrate that the equipment operates in accordance with requirements of the plans and specifications.

5. No process equipment is to be operated until any associated HVAC equipment and auxiliary equipment is operational.

3.09 STORAGE, HANDLING AND PROTECTION

A. Moisture:

1. During construction, provide heaters to protect switchgear, transformers, motors, control equipment, and other items from moisture absorption and corrosion.

2. Apply protection immediately on receiving the products and provide continuous protection.

3. Store all equipment indoors in dry, well ventilated and heated space or as indicated by the ENGINEER/Manufacturer.

B. Clean:

1. Keep products clean by elevating above ground or floor and by using suitable coverings.

C. Damage:

1. Take such precautions as are necessary to protect apparatus and materials from damage. Failure to protect materials is sufficient cause for rejection of the apparatus or material in question.

D. Finish:

1. Protect factory finish from damage during construction operations and until final acceptance of the project.

3.10 – 3.11 (NOT USED)

3.12 MEASUREMENT AND PAYMENT

A. No separate payment for work performed under this Section. Include cost of same in Contract price bid for work of which this is a component part.

END OF SECTION

PART I - GENERAL

1.01 SUMMARY

A. Furnish and install tags/nameplate on all equipment, devices, instruments, J-boxes, Panel boards and conductors marking as indicated on the drawings and specified herein. Major equipment, other than conduit system, shall be furnished with nameplates in accordance with their individual specifications.

1.02 RELATED REQUIREMENTS

A. Work as called for on PLANS, or in this or other Specification Sections.

1.03 – 1.11 (NOT USED)

PART II - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS (NOT USED)

2.02 MATERIALS/CONSTRUCTION

A. WIRE MARKERS

1. Wire markers shall be as specified in Section 16205 “Wire Tagging”

B. NAMEPLATES

1. Nameplates:

   a. Externally mark electrical equipment by means of suitable nameplates identifying each and the equipment served.

   b. Provide each piece of equipment with a white phenolic nameplate with 3/16-inch high black lettering secured to front of equipment.

   c. Supply blank nameplates for spare units and used spaces.

   d. Actual nameplate legend, which may consist of up to three lines, will be provided to the Engineer on submittals.

2. Nameplate Fasteners: Fasten nameplates to equipment only by means of appropriate 316 SS screws.

   a. Stick-ons or adhesives are not allowed on the outside of a panel.

   b. Machine printed stick-on labels are allowed inside of and/or on the backplane of a panel.

3. Nameplate Information: In general, the following information is to be provided for the types of electrical equipment as listed.

    a. Switchgear, Motor Control Centers and Distribution Panel boards: On the mains, identify the piece of equipment, the source, and voltage characteristics, i.e., 480V, 3PH, 3W, etc. For each branch circuit protective device, identify the load served and the primary side circuit number.

    b. Transformers: Identify the service source, load served and transformer designation.

    c. Panel boards: Identify the service source, Panel board designation and voltage characteristics.

4. Panel boards:

    a. Prepare a neatly typed circuit directory behind clear heat-resistant plastic for each panel board.

    b. Identify circuits by equipment served and by room numbers, where room numbers exist.

    c. Use equipment names and room numbers selected by the Engineer; names and numbers may be different from those shown on plans.

    d. Indicate spares and spaces with light, erasable pencil markings.

    e. Provide a final set of the panel schedule in the O&M manuals.

    f. Provide a CD with the file for each Panel board to the Owner with the O&M manual.

5. Boxes, Small Equipment:

    a. Pull boxes, J-boxes and similar items shall be marked with Nameplates.

6. Wall Switches: Engrave the switch plate of the switch with the function of the switch.

C. POWER OUTLETS, SWITCHES, AND PILOT DEVICES

1. Mark power outlets with voltage, phase, panel name, and circuit number.

2. Identify all wall switches, disconnect switches, etc. with nametags, circuits served, and panel origin, list to be approved by Engineer/Owner.

3. Identify all push-button stations with their functions and equipment served.

2.03 – 2.04 (NOT USED)

PART III - EXECUTION

3.01 – 3.02 (NOT USED)

3.03 ERECTION, INSTALLATION, AND APPLICATION INSTRUCTIONS

A. Furnish and install nameplates for all Panel boards, motor starters, motor control center cubicles, disconnect switches, instrument panels, dry type transformers and control stations.

B. Engrave the equipment designation, (e.g., "Starter Pump P1"), on nameplates in 3/16-inch black letters on white background of laminated phenolic unless specified otherwise in the equipment section. All switches, indicating lights, pushbuttons, meters and parameter indicators on panels shall be clearly identified with its function or tag, as required. Identification list to be approved by plant personnel through the Engineer.

C. Stainless Steel tags shall be used on instrument, motors and other devices, as applicable. The tags shall be affixed to the instrument with drive pins or stainless steel chain in such a manner that it does not need to be removed to install the instrument. Motors shall carry the tag assigned to its driven equipment.

3.04 – 3.11 (NOT USED)

3.12 MEASUREMENT AND PAYMENT

A. No separate payment for work performed under this Section. Include cost of same in Contract price bid for work of which this is a component part.

END OF SECTION

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PART 1 GENERAL

1.01 WORK INCLUDED

A. This section provides the guidelines for testing of electrical equipment, cable, protective relays, circuit breakers, motor control centers, motors, and related apparatus to be used for the site interior and exterior electrical distribution system. This specification does not release the Contractor or vendor from any further testing required for safe commissioning of the equipment. All tests shall be completely recorded on forms provided at the end of this section. Tests shall be submitted to Engineer/Owner for approval.

B. Contractor will provide and pay the cost of electrical testing by an independent testing firm. Testing firm shall have a minimum of five years of experience in providing acceptance testing for water/wastewater treatment plants. Testing shall be performed per the latest InterNational Electric Testing Association Standards (NETA) standard. This cost will be included in the Contract Bid.

C. The Contractor shall immediately correct all deficiencies discovered during testing by the independent firm.

1.02 REFERENCE STANDARDS

A. InterNational Electric Testing Association Standards (NETA) for acceptance testing of Electrical Distribution Apparatus, Publication 2.001, and IEEE Publication No. 141, are hereby made a part of this section, unless otherwise modified herein.

B. Related equipment specification in all Sections of Division 16.

C. NETA Maintenance Testing Specifications for electrical power distribution equipment and system (latest edition).

1.03 SUBMITTAL

A. The testing result shall be summarized in a final report certified by the testing technician. Report shall be submitted per Division 1 requirement.

B. The report shall include the following section:
   1. Description, purpose, basis and scope of the work.
   2. Field data sheet showing all visual, mechanical and electrical inspection done on the equipment. The data sheet shall show check mark and values of all the testing done, a description of the instrument used for testing.
   3. A summary of the deficiency, concern, repairs and recommendation.
   4. A table showing the final settings of all the adjustable equipment tested.
   5. All the testing values shall be in accordance with the latest NETA standard.

PART 2 PRODUCTS - NOT APPLICABLE

PART 3 EXECUTION

3.01 TESTS

A. All tests, other than Low Voltage Systems and Equipment, shall be supervised by the Engineer/Owner and the contractor. Contractor shall give a one week notice of all scheduled tests to the Engineer/Owner in writing.

B. Contractor shall notify the Engineer/Owner of scheduled dates of electrical equipment installation completion. Equipment testing shall be coordinated at this time by Contractor with Engineer/Owner and appropriate Manufacturer's Representatives.

C. Under this specification the Contractor shall perform the electrical tests on specified equipment and as specified under Part 3, Execution. The Contractor shall supply all equipment required to perform all testing responsibilities.

3.02 EXECUTION

A. Preparatory Work: Prior to the testing of any specific piece of equipment, the Contractor shall remove all shipping hardware and inspect for broken or missing parts and proper connections in accordance with the Manufacturer's instructions.

B. Visual and Mechanical Inspection: Prior to any electrical testing Contractor shall perform a visual and Mechanical inspection as specified in the latest NETA standard.

3.03 DEVICE

A. Air switches - Low voltage: Electrical Tests.
   1. Perform insulation-resistance tests on each pole, phase-to- phase and phase-to-ground for one (1) minute. Test voltage and minimum resistances should be in accordance with NETA Standard.
   2. Perform contact-resistance test across each switch blade and fuse holder, or perform thermographic survey in accordance with the latest NETA Standard.

B. Transformers - Dry type: Small Transformers: Dry-Type, Air Cooled (600 Volt and below) (less than 100 kVA single-phase or 300 kVA three-phase).
   1. Inspect for physical damage, broken insulation, tightness of connections, defective wiring, and general condition.
   2. Thoroughly clean unit prior to making any tests.
   3. Perform insulation-resistance test. Calculate polarization index. Measurements shall be made from winding-to-winding and windings-to-ground. Test voltages and minimum resistance shall be in accordance with NETA Standard. Results to be temperature corrected in accordance with NETA Standard.
   4. Verify that the transformer is set at the specified tap.

C. Cables - low-voltage, 600V maximum: Electrical Tests.
   1. Perform resistance measurements through bolted connections with low-resistance ohmmeter, if applicable, in accordance with latest NETA standard.
   2. Perform insulation-resistance test on each conductor with respect to ground and adjacent conductors. Applied potential shall be 500 volts dc for 300 volt rated cable and 1000 volts dc for 600 volt rated cable. Test duration shall be one minute.
   3. Perform continuity tests to insure correct cable connection.

D. Circuit Breakers - Air, Insulated Case/Molded Case: Electrical Tests.
   1. Perform resistance measurements through bolted connections with a low-resistance ohmmeter, if applicable, in accordance with latest NETA standard.
   2. Perform insulation-resistance tests on each pole, phase-to-phase and phase-to-ground with the circuit breaker closed and across each open pole for one minute. Test voltage shall be in accordance with Manufacturer’s published data or latest NETA standard.

3. Perform a contact/pole-resistance test.
4. Perform adjustments for final setting in accordance with coordination study.
5. Determine long-time pickup and delay by primary current injection.
6. Determine short-time pickup and delay by primary current injection.
7. Determine ground-fault pickup and time delay by primary current injection.
8. Determine instantaneous pickup by primary current injection.
9. Perform minimum pickup voltage test on shunt trip and close coils in accordance with latest NETA standard.
10. Verify correct operation of any auxiliary features such as trip and pickup indicators, zone interlocking, electrical close and trip operation, trip-free, and antipump function.
11. Verify operation of charging mechanism.

E. Protective Relays: Electrical Tests.
1. Perform insulation-resistance test on each circuit-to-frame. Do not perform this test on solid-state devices.
2. Perform the following tests on the nominal settings specified by the Owner/user's electrical Engineer:
3. Pickup parameters on each operating element.
4. Timing tests at two (2) or more points on time-current curve.
5. Pickup target and seal-in units.
6. Special tests as required to check operation of restraint, directional and other elements per Manufacturer's instruction manual.
7. Conduct tests to verify satisfactory performance of each control feature.
8. Electrically confirm that CT and VT secondary circuits are intact.

F. Instrument Transformers:
1. Electrical Tests - Current Transformers:
   a. Electrically confirm that CT secondary circuits are intact.
   b. Perform a ratio verification test of each current transformer. This shall be performed using the voltage method or current method in accordance with ANSI C57.13.1 (IEEE Guide for Field Testing of Relaying Current Transformers).
   c. Perform insulation-resistance tests on current transformer secondary winding. Value of test voltage on secondary wiring shall be 1000 volts dc for one (1) minute. Do not perform this test with solid-state devices connected.
2. Electrical Tests - Voltage Transformers:
   a. Perform insulation-resistance tests on voltage transformers, winding-to-winding and windings-to-ground. Value of test voltage on secondary wiring shall be 500 volts dc for one (1) minute. Do not perform this test with solid-state devices connected.
   b. Electrically confirm proper secondary voltage.
   c. Perform a dielectric withstand test on the primary windings with the secondary windings connected to ground. The dc dielectric voltage shall be in accordance with NETA Standard.

G. Metering: Electrical Tests.
1. Check calibration of meters at all cardinal points.

2. Calibrate watt-hour meters to within Manufacturer's published accuracy.
3. Verify all instrument multipliers.
4. Electrical confirm that CT and VT secondary circuits are intact.

H. Grounding Systems: Electrical Tests.
1. Perform fall-of-potential test or alternative per IEEE Standard No. 81-1991 on the main grounding electrode or system.
2. Perform point-to-point test to determine the resistance between the main grounding system and all major electrical equipment frames, system neutral, and/or derived neutral points.

I. Ground-fault protection systems: Electrical Tests.
1. Measure the system neutral to ground insulation resistance with the neutral disconnect link temporarily removed. Replace neutral disconnect link after testing. Notify equipment Owner or operator of any improper neutral to ground connections detected.
2. Measure insulation resistance of the control wiring at 1000 volts dc for 1 minute. If necessary, disconnect the solid state components.
3. Perform pickup tests as follows using primary injection.
   a. Verify the relay does not operate at 90% of the set pickup current.
   b. Determine the pickup current of the relay and verify that this current is no greater than 125% of the setting. Pickup must not be greater than 1200 amperes.
4. For summation type systems utilizing phase and neutral CT's, verify proper polarities by applying current to each phase-neutral CT pair. This test also applies to molded case breakers utilizing an external neutral CT.
   a. Relay should operate when current direction is the same relative to polarity marks in the two CT's.
   b. Relay should not operate when current direction is opposite relative to polarity marks I the two CT's.
5. Measure time delay of the relay at 150% of pickup or greater.
6. Verify the system is able to trip with control voltage at 55% of rated for systems utilizing ac control power and 80% of rated for systems utilizing dc control power.
7. Verify operation of zone interlock systems by simultaneously injecting current at the interlocked relays and monitoring the control signals.

J. AC motors: Electrical Tests - Induction Motors.
1. Perform insulation-resistance tests in accordance with ANSI/IEEE Standard 43.
   a. Motors larger than 200 horsepower: Test duration shall be for 10 minutes with resistances tabulated at 30 seconds, one (1) minute, and 10 minutes. Calculate polarization index.
   b. Motors 200 horsepower and less: Test duration shall be for one (1) minute with resistances tabulated at 30 and 60 seconds. Calculate the dielectric absorption ratio.
2. Perform dc over potential tests on motors rated at 1000 horsepower and greater and at 4000 volts and greater in accordance with ANSI/IEEE Standard 95.
3. Perform insulation power-factor or dissipation-factor tests.
4. Perform surge comparison tests.
5. Perform insulation-resistance test on pedestal per Manufacturer's instructions.

6. Perform insulation-resistance test on surge protection device in accordance with NETA Standard.
7. Test motor starter in accordance with NETA Standard prior to re-energizing the motor.
8. Check resistance temperature detector (RTD) circuits for conformance with drawings. Check that metering or relaying devices using the RTD's are of the proper rating.
9. Check that the motor space heater is operating.
10. Perform a rotation test to insure proper shaft direction if the motor has been electrically disconnected.
11. Measure running current and evaluate relative to load conditions and nameplate full-load amperes.
12. Perform vibration tests:
    a. Motors larger than 200 horsepower: Perform vibration base line test. Amplitude shall be plotted versus frequency.
    b. Motors 200 horsepower and less: Perform vibration and amplitude test.

K. Motor Control Centers/Motor Starters, Low Voltage: Electrical Tests.
1. Perform resistance measurements through bolted connections with a low-resistance ohmmeter, if applicable, in accordance with NETA Standard.
2. Perform insulation-resistance tests on each pole, phase-to-phase and phase-to-ground with starter closed and across each open pole for one minute. Test voltage shall be in accordance with Manufacturer's published data and NETA Standard whichever is more stringent.
3. Measure insulation resistance of each control circuit-to-ground.
4. Perform insulation-resistance tests on all control wiring with respect to ground. Applied potential shall be 500 volts dc for 300 volt rated cable and 1000 volts dc for 600 volte rated cable. Test duration shall be one minute. For units with solid-state components, follow Manufacturer's recommendation.
5. Test motor protection devices in accordance with Manufacturer's published data and NETA Standard whichever is more stringent.
6. Test circuit breakers in accordance with NETA Standard.
7. Perform operational tests by initiating control devices.

L. Surge Arresters, Surge Protection Devices: Electrical Tests.
1. Perform resistance measurements through bolted connections with a low-resistance ohmmeter, if applicable, in accordance with NETA Standard.
2. Perform an insulation-resistance test at voltage levels in accordance with NETA Standard.
3. Test grounding connection in accordance with NETA Standard.

M. Fiber-Optic Cables: Field Test.
1. Perform cable length measurement and detect fiber fractures or other defects through analysis of the backscattering signal with an optical time domain reflector (OTDR).
2. Perform a continuity test to detect splice fractures or other defects through analysis of the backscattering signal using the OTDR.
3. Perform attenuation measurement of the cable loss with a multimode optical loss test set (MOLTS).

4. Perform attenuation measurement of losses at each splice and connector.

N. Lighting

1. Turn on all lights after lamping them with new lamps take load readings of each circuit with lights on. Submit type-written results to the City of Austin Water Utility. Results shall include panelboard number and location, branch circuit number and load served, and amperage reading.
2. Install new lamps in all fixtures just prior to final inspection of the project. Support all pendant fixtures with swivel type hangers.
3. Replace any damaged fixture or lens at no cost to the owner. Leave any protective covering on lens until the fixture is installed.

O. Receptacles

1. Test all receptacles for proper connections and grounding. Use an approved plug-in tester to Woodhead 1750 or Hubbell 5200.

P. Exhaust Fans

1. Record SCFM and Amps for each exhaust fan installed under this project.

Q. Control circuits

1. Check all circuits for continuity, proper connection, and proper operations.
2. Set all time delays relays and timers for the desired operations. Record the settings, indicating the relay or timer, its location, and the setting used. Verify all settings with a stopwatch.

END OF SECTION

PART I - GENERAL

1.01 SUMMARY

A. Furnish and install all cabinets, junction boxes, pull boxes and outlet boxes as shown on the drawings, required by the specifications or NEC, or as otherwise necessary for a satisfactory operating system.

1.02 RELATED REQUIREMENTS

A. Work as called for on PLANS, or in this or other Specification Sections.

1.03 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced and shall apply as if written here in their entirety. The publications are referred to in the text by basic designation only.

1. NFPA 70 National Electrical Code (NEC)

2. ANSI 514 Electrical Outlet Boxes and fittings

3. ANSI OS 1 Cast Aluminum Outlet Boxes, Device Boxes, Covers and Box Supports, and Steel Covers.

1.04 – 1.05 (NOT USED)

1.06 SUBMITTALS

A. Submittals shall be made in accordance with the requirements of Section 01300.

B. Submit a letter certifying full and complete compliance with the Specifications, Drawings and other project requirements. The letter shall list any exceptions or deviations from specified requirements, if any and reasons for same. Exceptions or deviation shall also be clearly marked in a separate color in submittals.

C. Operations and Maintenance (O&M) Manuals shall be made in accordance with the requirements of Section 01730.

1.07 – 1.11 (NOT USED)

PART II - PRODUCTS

2.01 (NOT USED)

2.02 MATERIALS/CONSTRUCTION

A. JUNCTION AND PULL BOXES

1. Junction box shall be NEMA 4X constructed of 316 stainless steel. Junction boxes 12” X 12” X 6” and smaller, may be manufactured of aluminum. All splices to be connected to terminal blocks inside junction box. Covers shall be hinged and latches shall be a quarter turn screw. Box to be a Hoffman Concept Series, Rittal Corporation, Saginaw or equal.

2. Junction boxes mounted flush in the wall are to be galvanized metal boxes rated for exposure to material it comes in contact with.

3. Provide boxes conforming to NEC Article 314.

4. Listing: UL 514.

B. RECEPTACLES AND LIGHT SWITCH BOXES

1. All outlet and switch boxes installed outdoor and indoor to be of one piece. All boxes to be provided with covers of the same manufacture as the boxes. The type of cover selected must meet the conditions imposed in every case or as indicated by Engineer. Outdoor receptacle covers shall be While-In-Use Covers per NEC.

2. Boxes shall be sand-cast aluminum, 100% copper-free. Boxes to be manufactured by Crouse-Hinds, Appleton, or approved equal, type FS-SA and FD-SA, with above options and accessories.

3. Masonry boxes

   a. Provide stamp metal masonry boxes,

   b. Use boxes with 1-gang capacity in excess of the number of devices to be installed,

   c. Extension ring covers shall not be acceptable.

4. Listing: UL 514.

C. TERMINATION CABINETS & BOXES

1. Termination cabinets shall be NEMA 4X 316 stainless steel gasketed. Cabinets shall be of sufficient size to adequately contain all terminals, wire-duct, and cables as determined by the CONTRACTOR. Cabinets shall have removable doors (lift-off) not more than 30-inches wide, and shall be equipped with a three point locking latch handle.

2. Wire terminal blocks shall be Square D Type M Barrier Block system, or equal.

   a. M4/6G or B 22014 AWG 6 MM (.234 inch) wide, Grey, Blue, Single Level, 600 volt, 25 amp.

   b. M6-8G or B 22-8AWG 8MM (.315 inch) wide, Grey Blue, Single Level, 600 volt, 55 amp.

3. The wire terminal block system shall be for DIN rail mounting, and shall include fuse/switch blocks, circuit breaker block, and isolation switches.

D. Acceptable Manufacturers:

1. Hoffman, or approved equal.

2.03 -2.04 (NOT USED)

PART III - EXECUTION

3.01 GENERAL (NOT USED)

3.02 PREPARATION

A. Coordinate location of all boxes with all other work.

3.03 ERECTION, INSTALLATION, AND APPLICATION INSTRUCTIONS

A. Junction and Pull boxes:

1. Set junction and pull boxes square and true with building surfaces. Secure boxes firmly to 316 Stainless Steel strut support channels.

2. Install boxes as required to facilitate cable installation in raceway systems.

3. Generally provide boxes in conduit runs of more than 100 feet.

4. Locate boxes strategically and make them of such shape and size to permit easy pulling of wire or cables. Size boxes in accordance to NEC Article 314.28 requirements.

B. Outlet Boxes

1. Flush Boxes:

a. Unless otherwise indicated, mount all outlet boxes flush within 1/4-inch of the finished wall or ceiling line

b. Securely fasten outlet boxes in position using clips or other suitable means.

2. Mounting Height:

a. Mounting height of a wall-mounted outlet box means the height from finished floor to horizontal center line of the cover plate.

1) Switches shall be mounted at 50-inches

2) Receptacles shall be mounted at 36-inches

3) Remove and relocate any outlet box placed in an unsuitable location.

b. Where outlets are indicated adjacent to each other, mount these outlets in a symmetrical pattern with all tops at the same elevation.

c. Where outlets are indicated adjacent, but with different mounting heights, line up outlets to form a symmetrical vertical pattern on the wall.

d. Verify the final location of each outlet with Engineer before rough-in.

3. Box Openings:

a. Provide only the conduit openings necessary to accommodate the conduits at the individual location.

3.04 – 3.11 (NOT USED)

3.12 MEASUREMENT AND PAYMENT

A. No separate payment for work performed under this Section. Include cost of same in Contract price bid for work of which this is a component part.

END OF SECTION

PART I - GENERAL

1.01 SUMMARY

A. Furnish and install all necessary wiring devices at the locations indicated on the Plans and elsewhere as required.

1.02 RELATED REQUIREMENTS

A. Work as called for on PLANS, or in this or other Specification Sections.

1.03 – 1.05 (NOT USED)

1.06 SUBMITTALS

A. Submittals shall be made in accordance with the requirements of Section 01300, "Submittals".

B. Operations and Maintenance (O&M) Manuals shall be made in accordance with the requirements of Section 01730.

1.07 – 1.11 (NOT USED)

PART II - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS (NOT USED)

2.02 MATERIALS/CONSTRUCTION

A. LIGHT SWITCHES

1. Specification grade, 20 amp, 120/277 volts. Hubbell 1221-I through 1224-I (single pole through four-way respectively). Ivory operating handle: Equals by Bryant, General Electric, Pass and Seymour are acceptable.

2. Switch cover plates shall be Die Cast Aluminum, 99% copper-free, "Crouse Hinds" DS185, or approved equal, or as indicated on the Plans.

3. Mount in boxes as specified in Section 16130.

4. All mounting hardware is to be 316 stainless steel.

B. RECEPTACLES

1. Standard:

a. Hubbell No. 5362-I, or approved equal by Bryant, General Electric, Pass and Seymour. Duplex, 3-wire, polarized grounding type, rated 20 amp, 125 volt, 60 Hertz.

2. Ground Fault:

a. Weather resistant, Hubbell No. GFTR20IU, or approved equal by Bryant, General Electric, Pass and Seymour.

3. Mount in boxes as specified in Section 16130.

C. RECEPTACLE COVERS

1. Outdoor receptacle covers shall be While-In-Use covers per NEC.

2. Indoor receptacle cover plates shall be Die Cast Aluminum, 99% copper-free, manufactured by "Crouse-Hinds" WLRS (single cover) and WLRD (duplex cover), or approved equal.

2.03 – 2.04 (NOT USED)

PART III - EXECUTION

3.01 GENERAL

3.02 PREPARATION

3.03 ERECTION, INSTALLATION, AND APPLICATION INSTRUCTIONS

A. INSTALLATION

1. Switch and receptacle elevations shall be as indicated in Section 16130.

2. Indoor and outdoor boxes shall be grounded per Section 16550 Grounding.

3.04 – 3.11 (NOT USED)

3.12 MEASUREMENT AND PAYMENT

A. No separate payment for work performed under this Section. Include cost of same in Contract price bid for work of which this is a component part.

END OF SECTION

PART I - GENERAL

1.01 SUMMARY

This section specifies raceways, fittings, and supports for all cables, conductors and electrical equipment. The CONTRACTOR shall furnish and install complete raceway systems in accordance with the following specifications.

1.02 RELATED REQUIREMENTS

A. Work as called for on PLANS, or in this or other Specification Sections.

1.03 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced and shall apply as if written here in their entirety. The publications are referred to in the text by basic designation only.

1. ANSI C80.1 Electric Rigid Steel Conduit
2. ANSI C80.5 Electrical Rigid Aluminum Conduit
3. ETL-PVC-001 Edison Testing Lab Polyvinyl Chloride
4. NEMA 250 Enclosures for Electrical Equipment (1,000 Volts Maximum)
5. NEMA TC 2 Electrical Polyvinyl Chloride (PVC) Tubing and Conduit
6. NEMA TC 3 Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing
7. NEMA TC 14 Standard for Reinforced Thermosetting Resin Conduit (RTRC) and Fittings
8. NFPA 70 National Electrical Code (NEC)
9. UL 651 Standard for Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
10. UL 2515 AG Aboveground Reinforced Thermosetting Resin Conduit (RTRC) and Fittings
11. UL 2420 BG Belowground Reinforced Thermosetting Resin Conduit (RTRC) and Fittings
12. UL7 514B Conduit, Tubing, and Cable Fittings

1.04 – 1.05 (NOT USED)

1.06 SUBMITTALS

A. Submittals shall be made in accordance with the requirements of Section 01300.

1.07 – 1.10 (NOT USED)

1.11 OPERATION AND MAINTENANCE MANUALS

A. Operations and Maintenance (O&M) Manuals are not required for materials covered under this Section.

PART II - PRODUCTS

2.01 (NOT USED)

2.02 MATERIALS/CONSTRUCTION

A. Exposed-Outdoor and Non-Chemical Areas Above Ground Level

1. Rigid Aluminum Metal Conduit System

   a. Conduit run above ground shall be U.L. listed 99% copper free rigid aluminum and meet the requirements of ANSI C80.5. Conduit pipe straps and hardware to be 316 stainless steel. Conduit shall be manufactured by Allied Company, or approved equal.

   b. Minimum above grade conduit size for all work shall be 3/4-inch.

2. Conduit Seals

   a. Conduit seals to be suitable for use in class-I, group B, C, and D, and class-II group F and G. Conduit seals shall also meet or exceed the following minimum requirements:

   b. Seal body, nipples and closures shall be 99% copper-free aluminum. Seal bodies shall be filled with 3M 2123 Re-Enterable Sealing Compound.

      1) Class 1, Division 1 areas shall be sealed per NEC requirements.

   c. Drain: Stainless steel

   d. Removable Nipples: 99% copper-free aluminum

   e. Conduit seals to be manufactured by Crouse-Hinds type EYS drain seals with specified options, or approved equal.

   f. Seals to be installed directly adjacent to, and, just immediately before entering wet well junction box. See details on drawings.

3. Conduit Hubs

    a. Conduit hubs shall be the grounding type, 99% copper-free aluminum (body, nipples, etc.), with integral insulated throat, and with solder-less grounding lugs as manufactured by Myers, or approved equal. Conduit hubs shall be furnished complete with rubber gasket.

4. Grounding Bushings

    a. Conduit grounding bushing shall be 99% copper-free aluminum (body, nipples, etc.), with integral insulated throat, and with solder-less grounding lugs as manufactured by Meyers type STAG, or approved equal.

5. Conduit Bodies

    a. All conduit bodies shall be 99% copper-free aluminum. Conduit bodies shall be manufactured by Crouse-Hinds Form 7, or approved equal.

6. Conduit Body Covers

    a. Conduit Body Covers shall be die cast aluminum with 316 stainless steel screws. Snap on covers are unacceptable. Supply separate gaskets with all covers.

7. Conduit Unions

    a. Conduit unions shall be threaded, 99% copper-free aluminum. Conduit unions shall be manufactured by Crouse-Hinds type UNF or UNY, or approved equal by Appleton or O.Z. Gedney.

8. Clamp Backs

    a. Single runs of conduit may be supported with cast aluminum clamp backs with stainless steel hardware and standoffs.

9. Conduit Straps

    a. All conduit straps shall be 316 Stainless Steel unless indicated differently by the plans and or specifications.

10. Liquid Tight Flexible Conduit

    a. Liquid tight flexible conduit shall be non-metallic (NM) type liquid tight flex for sizes ¾” through 2”. For sizes 2 ½” and larger provide standard seal tight flex with aluminum core, formed from PVC plastic. Provide aluminum or nonmetallic liquid tight fittings that are suitable for installation in temperature range between -20 degrees C to +60 degrees C (suitable for use outdoors and indoors). Liquid tight flexible conduit and fittings shall be as manufactured by “Electri-Flex” series NM type B-PVC, Thomas &

Betts type LT-38P, or approved equal. ½" type NM flexible liquid tight conduit may be used for instruments having ½" threaded entry point.

b. Liquid tight flexible conduit shall be used for connections to motors, field instruments, etc., and any equipment subject to vibration, and, where shown on the drawings. Maximum length **to be 36" unless** otherwise noted on drawings or approved by the OWNER or ENGINEER.

11. Electrical Equipment and Raceways Support Channels

a. Electrical equipment and raceway support channels shall be fabricated with 316 stainless steel material manufactured by Unistrut Corporation series P-1000SS and P-1001SS, or approved equal. All fastening hardware, fittings, supports, base posts, clamps, framing system, etc. shall also be fabricated with 316 stainless steel. Manufacturer shall be Unistrut Corporation, or approved equal.

B. Exposed Chemical Areas

1. Schedule 80 PVC

a. Conduit shall be Schedule 80 PVC, U.L. rated, No. 651, conforming to NEMA standard TC-2 and listed in conformity with Article 352 of the National Electrical Code (NEC). The conduit is to be manufactured by Carlon, or approved equal. Solvent weld shall be a type approved by the conduit manufacturer.

b. Minimum above grade conduit size for all work shall be 3/4-inch.

2. Conduit Hubs

a. Conduit hubs shall be manufactured from fiberglass as manufactured by Champion, or approved equal. Conduit hubs shall be furnished complete with rubber gasket.

3. Conduit Bodies

a. All conduit bodies shall be manufactured from PVC.

4. Conduit Body Covers

a. Conduit Body Covers shall be PVC with 316 stainless steel screws. Conduit body covers shall be furnished complete with rubber gasket.

5. Clamp Backs

a. Single runs of conduit may be supported with PVC or fiberglass clamp backs and standoffs with fiberglass hardware.

6. Conduit Straps

   a. All conduit straps shall be fiberglass or PVC, unless indicated differently by the plans and or specifications.

7. Liquid Tight Flexible Conduit

   a. Liquid tight flexible conduit shall be non-metallic (NM) type liquid tight flex for sizes ¾" through 2". For sizes 2 ½" and larger provide standard seal tight flex with aluminum core, formed from PVC plastic. Provide aluminum or nonmetallic liquid tight fittings that are suitable for installation in temperature range between -20 degrees C to +60 degrees C (suitable for use outdoors and indoors). Liquid tight flexible conduit and fittings shall be as manufactured by Electri-Flex series NM type B-PVC, Thomas & Betts type LT-38P, or approved equal. ½" type NM flexible liquid tight conduit may be used for instruments having ½" threaded entry point.

   b. Liquid tight flexible conduit shall be used for connections to motors, field instruments, etc., and any equipment subject to vibration, and, where shown on the drawings. Maximum length **to be 36" unless** otherwise noted on drawings or approved by the OWNER or ENGINEER.

8. Supporting Hardware and Brackets

   a. All support channels shall be manufactured from fiberglass.

   b. All fastening hardware shall be suitable for chemical area, or as approved by the ENGINEER/OWNER.

C. Underground Conduit System in Duct Bank System and Conduit Concealed in Concrete

1. Schedule 40 PVC

   a. Conduit run underground in duct bank system shall be Schedule 40 PVC, U.L. rated No. 651, conforming to NEMA standard TC-2 and listed in conformity with Article 352 of the National Electrical Code (NEC). The conduit is to be manufactured by Carlon, or approved equal. Solvent weld shall be a type approved by the conduit manufacturer.

   b. Minimum conduit size for all underground work shall be 1-inch.

2. PVC Coated Galvanized Rigid Steel Conduit

   a. PVC coated RGS conduit shall be coated with a 40 mil exterior coating of PVC and a 2 mil urethane interior coating. The coating system shall be in compliance with ETL PVC-001. Refer to Part 3-

Execution of this Section, and to details provided on the contract drawings. PVC Coated Rigid Galvanized Steel conduit shall be Plasti-Bond REDH2OT or Perma-Cote coated conduit as manufactured by Rob Roy. A manufacturer's installer certification shall be required for electricians installing the PVC coated RGS conduits.

b. Minimum conduit size for all underground work shall be 1-inch.

3. Reinforced Thermosetting Resin Conduit (RTRC)

   a. RTRC shall be Champion HAZ DUCT XW Type fiberglass conduit or equivalent.

   b. The use of RTRC shall conform to Article 355 of the National Electric Code (NEC).

   c. Installation of conduit, including field bends, shall be done so ONLY in accordance with the manufacturer's installation instructions.

   d. Fittings

      1) 90 degree bends with factory installed 2 deep socket PVC coupling and 1 fiberglass coupling bonded to elbow

         I. For 3/4" – 1 ½", use type IPS (NOTE: Minimum conduit size for all underground work shall be 1-inch)

            i. Example part number for 1": **10C-XW-90-2DF**

         II. For 2" – 6", use type ID

            i. Example part number for 2": **20D-XW-90-2DF**

      2) Sleeve Couplings

         I. For 3/4" – 1 ½", use type IPS (NOTE: Minimum conduit size for all underground work shall be 1-inch)

            i. Example part number for 1": **10C-XW-42**

         II. For 2" – 6", use type ID

            i. Example part number for 2": **20D-XW-42**

3) Female Terminal Adapters

I. For 3/4" – 1 ½", use type IPS (NOTE: Minimum conduit size for all underground work shall be 1-inch)

i. Example part number for 1": **10C-XW-32**

II. For 2" – 6", use type ID

i. Example part number for 2": **20D-XW-32**

4) Straight Socket Conduit

I. For 3/4" – 1 ½", use type IPS (NOTE: Minimum conduit size for all underground work shall be 1-inch)

i. Example part number for 1": **10C-XW-10S**

II. For 2" – 6", use type ID

i. Example part number for 2": **20D-XW-20-S**

e. Champion Mix Epoxy Adhesive

1) For ambient temperatures 40 - 70 degree F, use type **CM-2040-SFG**

2) For ambient temperatures 70 degree F and above, use type **CM-2070-SFG**

f. Champion Mix Epoxy Adhesive Mixing Tip and Gun

1) Mixing Tip: **CM-MT**

2) Mixing Gun: **CM-AG**

g. A manufacturer's installer training course shall be required for electricians installing the RTRC.

2.03 – 2.04 (NOT USED)

<u>PART III - EXECUTION</u>

3.01 GENERAL

A. Install electrical equipment and raceway system conduit in accordance with the recommendations of the manufacturer, the requirements of the National Electrical Code (NEC), local codes, and the contract drawings and these specifications.

B. Use only persons skilled and licensed in the State of Texas to perform this type of work.

3.02 (NOT USED)

3.03 ERECTION, INSTALLATION, AND APPLICATION INSTRUCTIONS

A. Exposed-Outdoor and Non-Chemical Areas Above Ground Level

1. Utilize 316 stainless steel support channels to install raceways, and any other surface mounted electrical, instrumentation and control equipment. Refer to details shown on the contract drawings.

2. All mounting hardware and straps shall be 316 stainless steel.

3. Run exposed conduit parallel or at right angles to building lines.

4. Secure conduits to all cabinets and boxes with specified hubs and bonding jumpers in such a manner that each system is electrically continuous throughout.

5. Install all conduits as a complete system before wiring is pulled in. Conduits shall be reamed and swabbed clean immediately before wiring is pulled in.

6. Cap conduits during construction to prevent entrance of dirt, trash, and water.

7. Equip conduit across structural joints, where structural movement is allowed with an O.Z./Gedney, or equal, 99 % aluminum expansion fittings of that conduit size.

8. Conduit nipples shall have two independent sets of threads. Running threads shall not be used. Where conditions require joining two fixed conduits into a continuous run, a conduit union shall be used.

9. Coat all conduit threads with **LOCTITE LB 8014 Food Grade Anti-Seize or approved equal.**

10. Maintain 6-inch clearance between conduit and piping and 12-inch clearance between conduit and heat sources such as flues, steam pipes and heating appliances.

11. Arrange conduits to maintain headroom and present a neat appearance.

12. Conduits run above ground shall be supported at least every 10-feet and once in every change in direction and at the end of each straight run terminating in an enclosure and within three feet of every junction box.

13. Secure conduit runs firmly to specified support channels by stainless steel conduit straps or by hangers, as required.

14. Rigid conduit joints to be cut square, threaded, reamed smooth and drawn up tight. Bends or offsets to be made with standard conduit

ells. Make field bends with an approved bender or hickey or hub type conduit fittings. Conduit shall contain no more than the equivalent or three (3) 90-degree bends between outlets or fittings.

B. Exposed Chemical Areas

1. Run exposed conduit parallel or at right angles to building lines.

2. Secure conduits to all cabinets and boxes with specified hubs and bonding jumpers in such a manner that each system is electrically continuous throughout.

3. Install all conduits as a complete system before wiring is pulled in. Conduits shall be reamed and swabbed clean immediately before wiring is pulled in.

4. Cap conduits during construction to prevent entrance of dirt, trash, and water.

5. Equip conduit across structural joints, where structural movement is allowed with PVC expansion fittings of that conduit size.

6. Maintain 6-inch clearance between conduit and piping and 12-inch clearance between conduit and heat sources such as flues, steam pipes and heating appliances.

7. Arrange conduits to maintain headroom and present a neat appearance.

8. Conduits run above ground shall be supported per NEC requirements based on conduit size, at every change in direction and at the end of each straight run terminating in an enclosure and within 12-inches of every junction box.

9. Secure conduit runs firmly to specified support channels by fiberglass conduit straps or by hangers, as required.

10. Conduit shall contain no more than the equivalent or three (3) 90-degree bends between outlets or fittings.

11. NEC approved bender is required for bending PVC conduit. Open flame is not allowed.

C. Underground Conduit System in Duct Bank System and Conduit Concealed in Concrete

1. Install Schedule 40 PVC conduit underground in steel reinforced duct banks changing to PVC coated rigid galvanized steel conduit at the final factory 90-degree bend, transitioning from underground to the above ground conduit system.

2. The transition from PVC coated RGS to aluminum rigid shall be made at a minimum of six (6) inches above finished slab and/or

housekeeping pad. Duct bank concrete shall extend six (6) inches above finished grade at all outdoor locations.

3. Duct banks and/or conduit banks shall be continuously reinforced along the entire length utilizing No. 4 stirrups at 1'-6" spacing and No. 5 longitudinal bars at all four corners, at a minimum. Provide 1'-6" overlap splices on all longitudinal bars.

4. Conduit support chairs shall be spaced at 5'-0" minimum spacing.

5. Duct banks shall be encased in red concrete to its final destination even when routed under building/structure, concrete floor slab, and/or equipment concrete/housekeeping concrete pad. Rebar shall be kept a minimum of two (2) inches off of the ground to allow complete concrete coverage. Concrete shall be 3000 psi. A red add mixture, HBS #120 Conduit Red as manufactured by ChemSystems, Inc., or equal, shall be added to the concrete at a minimum of 12 pounds per cubic yard of concrete. Forms shall be used unless the trench wall is stable enough to support the concrete.

    a. All form boards shall be removed after concrete has been poured and set.

    b. Stay-form may be used in lieu of form boards. Minimum clearance between form and reinforcing steel is maintained and the Stay-form does not tie to the duct bank rebar.

6. Cap conduits during construction to prevent entrance of dirt, trash, and water.

7. Provide a minimum of 2-inches separation utilizing Plastic conduit chairs between conduits installed in concrete duct bank. Spacing may be less at panel boards, pull or junction boxes or other locations where the conduits have to be grouped.

8. The minimum depth of a duct bank is twenty-four (24) inches to the top of the Concrete.

9. Duct bank conduits shall have a minimum of three (3) inches per 100-feet slope from the high point toward the manholes.

10. All underground conduit joints shall be waterproofed in accordance with the manufacturer's recommendations

11. Backfilling shall be done in such a manner that voids will be minimized. Compact backfill so that it is the same density as the surrounding soil. Excess soil shall be piled on top and shall be well tamped. All rock and debris greater than one (1) inch in size shall be removed from the site.

12. Conduits joints to be staggered a minimum of six (6) inches.

13. Where a duct bank penetrates or turns up next to a structure, dowel rebar a minimum of four (4) inches into the structure at the point of

connection/intersection tying the steel reinforcing of the duct bank to the structure at a minimum of four locations.

14. All duct banks shall be placed under building slab (not in building slab) with longitudinal duct bank steel reinforcement tied to building slab steel reinforcement with an 18-inch overlap.

15. Conduits shall penetrate building slab at 90-degrees and shall run in duct banks under building slab and not run parallel though building slabs.

16. NEC approved bender is required for bending PVC conduit. Open flame is not allowed.

17. Polyethylene Warning Tape

    a. Warning tape shall be red metal detectable polyester, 6-in minimum width.

    b. Warning tape legend shall read: "CAUTION: BURIED ELECTRIC LINE BELOW".

    c. Contractor shall place tape 6" below grade on all buried electrical duct banks or as shown on the PLANS.

D. Conduit Penetrations:

1. Use 3M 20mil corrosion tape to protect raceways for penetrations through walls, floors, and block outs and grout once work is complete. The tape should extend six (6) inches beyond the walls or floors.

2. Link-Seal modular seals shall be used for all subgrade conduit penetrations.

3. PVC pipe shall be used for all pour-in-place concrete conduit penetrations.

4. Penetrations made through fire-rated walls or floors of buildings shall be sealed with appropriate fire-stop material/product.

3.04 – 3.11 (NOT USED)

3.12 MEASUREMENT AND PAYMENT

A. No separate payment for work performed under this Section. Include cost of same in Contract price bid for work of which this is a component part.

END OF SECTION

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PART I - GENERAL

1.01 SUMMARY

A. Provide, furnish and install all electrical wire/s, conductor/s and cable/s (WCC) for all electrical, instrumentation and controls (EIC) work , as applicable and required, to make all electrical system/s complete and satisfactorily operable as specified here-in and designated per the Contract PLANS. Coordinate WCC accordingly for instrumentation and controls (I&C) requirements and applications.

B. All WCC work shall comply per the National Electrical Code (NEC), all applicable federal, state, and local codes, regulations and ordinances.

1.02 RELATED REQUIREMENTS

A. DIVISION 16 – Electrical

B. DIVISION 17 – Process Instrumentation and Controls System, PICS

C. ALL PROCESS AND/OR MECHANICAL PACKAGED SYSTEM/s --having electrical, instrumentation and control system/s, WCC, components, devices, etc. Reference all applicable and respective, related packaged system/s specification section/s, accordingly.

D. Other related work as may be designated, required, and/or called for per the CONTRACT DRAWINGS, other related TECHNICAL / EQUIPMENT SPECIFICATIONS and/ or as elsewhere defined or designated.

1.03 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

1. NFPA 70: National Electric Code
2. U.L. 44: Thermoset-Insulated Wires and Cables
3. U.L. 510: Polyvinyl chloride, polyethylene, and rubber insulated tape
4. U.L. 1685: Vertical Tray Fire Propagation and Smoke-Release test for electrical and fiber optic cables
5. IECA S-95: Power Cables rated 2000V or less for distribution of electrical Energy
6. NECA WC-70: Power Cables rated 2000V or less for distribution of electrical Energy

7. ASTM B8: Standard Specification for concentric-lay, stranded copper conductors --hard, medium-hard, and soft

8. OWNER's Conductor Color Code standard –as designated here-in: Section 16200, 1.05D.

1.04 – 1.05 (NOT USED)

1.06 SUBMITTALS

A. Submittal/s per product information –catalog data sheets, product ratings, etc. per requirements and compliance per Division 1 – General Provisions, Section 01300, "Submittals".

1.07 – 1.10 (NOT USED)

1.11 OPERATION AND MAINTENANCE MANUALS

A. Operations and Maintenance (O&M) Manuals –include all approved WCC submittals in the CONTRACT O&M per Section 01730.

PART II - PRODUCTS

2.01 (NOT USED)

2.02 MATERIALS/CONSTRUCTION

A. Multi-conductor I&C cable/s: Color coding is specified in the multi-conductor cable type specification--as designated per the multi-conductor cable manufacturer.

B. Power and control WCC: provide single conductor/s with integral insulation pigmentation of the designated and/or required color. Phase colors as listed below shall be provided in all instances.

C. Phase A, B, and C implies the direction of positive phase rotation for AC power voltage.

D. Implement OWNER's authorized conductor color code as designated below:

1. Electric Power WCC compliance per COA, Austin Energy Utility

System voltage/s	Conductor	Conductor Color
a. All systems	Ground	Green
b. 120/240 volts, 1-phase, 3-wire	Hot Leg, L1 Other Hot Leg, L2 Neutral, grounded	Red Black White
c. 120/208 volts,	Phase A Phase B	Red Black

3-phase, 4-wire	Phase C Neutral, grounded	Blue White
d. 277/480 volts 3-phase, 3-wire *	Phase A Phase B Phase C Neutral, grounded *	Brown Yellow Purple Gray *
***** 3-phase, 4-wire service drop from the power company; neutral is pulled and grounded at first main disconnect only; neutral conductor shall not be installed in electrical power distribution system **-- thereby standard practice does not utilize 277V, 1-phase power (line to neutral)**		
e. Motor space heater/s @ 120 volts, 1-phase wrapped	Hot Leg Neutral	Black Black w/white color vinyl tape
f. DC circuit installed in raceway	Positive (+) Negative (-)	Blue Brown

2. Control Panel WCC shall be rated 41 strand, tinned copper, 600V insulation --rated Type SIS --- WCC color code as follows:
   a. AC controls wire — Red
   b. Annunciator contacts — Yellow
   c. DC controls — Blue
   d. DC (+) power — Red
   e. DC (-) power — Black
   f. AC Hot — Black
   g. AC Neutral — White
   h. PLC/RTU discrete Input — Purple
   i. PLC/RTU discrete Output — Pink

E. All WCC shall be color coded and tagged per COA, FE AW standard per section 16205 “Wire and Cable Tagging”.

F. Use the manufacturer’s name, model or catalog number, if for purpose of establishing standard quality.

G. Splices are not approved –exception at lighting fixture/s and convenience receptacles.

H. Samples of all WCC shall be submitted when so requested by the ENGINEER/OWNER for the purpose of determining acceptability of the wire. WCC which have been rejected shall not be used at all. Such rejected WCC shall be removed from OWNER’s premises.

I. Multi-conductor cable is NOT APPROVED.

2.03 FUNCTIONAL REQUIREMENTS

A. Single Conductors at 600V insulation rating:

1. Unless noted elsewhere or otherwise designated, all power and control WCC shall be 98% conductivity, soft annealed, stranded copper with 600V insulation -- rated Type XHHW-2. Grounding WCC shall be bare, hard annealed, stranded copper.

2. Use only WCC meeting applicable requirement per UL 44, UL 1685 and IECA S-95-658 (NEMA WC70).

3. Power WCC shall not be smaller than #12 AWG, unless otherwise noted on the Contract PLANS.

4. Control WCC shall not be smaller than #14 AWG.

5. WCC shall be marked every two feet (2'-0") with the size, type and voltage rating as well as the Manufacturer's name and measurement markers.

6. Unless otherwise noted, conductor size/ampacity rating indicated are based on copper conductor. Do not provide conductor smaller than that designated -- comply per N.E.C.

7. Approved WCC manufacturers: Anaconda, Cyprus (Rome), Southwire, Okonite, Triangle, or approved equal.

8. Where flexible power/power and controls cords and cables are supplied, provide same per Type SEOOW rated -- flexible stranded copper conductor/s, 600V insulation rating –with quantity and size conductors as required and/or where designated per the CONTRACT PLANS.

B. Single Pair Instrumentation Cable – #16 AWG, stranded, twisted, shielded pair (2), 98% conductivity copper conductors, 600V insulation and a #16 AWG, stranded, tinned copper drain wire with overall aluminum mylar shield overlapped for 100% pair conductors coverage -- rated Type TC Cable

   1. Single pair instrumentation cable shall be designed and fabricated for noise rejection for process control, computer and/or data logging applications. Shall have a PVC overall jacket (35 mils) shall be flame retardant, sun light and oil resistant. Shall be rated for cable tray, conduit and/or other approved raceway. Minimum temperature rating shall be 90-degree C dry locations, 75-degree C wet locations.

C. Single Triad Instrumentation Cable – #16 AWG, stranded, twisted, shielded triad (3) copper conductors, 600V insulation, and a #16 AWG, stranded, tinned copper drain wire with overall aluminum mylar shield overlapped for 100% triad conductors coverage -- rated Type TC Cable

   1. Single triad instrumentation cable shall be designed and fabricated for noise rejection for process control, computer and/or data logging applications. Shall have a PVC overall jacket (35 mils) shall be flame retardant, sun light and oil resistant. Suitable for installation in cable tray/s, conduit and/or other approved raceway/s. Minimum

temperature rating shall be 90-degree C dry locations, 75-degree C wet locations.

D. Equipment Grounding Wire/Conductor:

1. Provide stranded, copper conductor/s as designated, shown and required per N.E.C. for electrical system grounding and equipment grounding.

2. Provide conductor/s with green color, 600V insulation, minimum thickness of 1/32 inch -- rated Type XHHW-2.

E. All control panel wiring shall be flexible, 41 strand, tinned copper, 600V insulation, Type SIS -- not smaller than #14 AWG (unless approved by Austin Water), color coded as outlined here-in per section 16200 2.02 D.2.

F. All WCC shall be new, unused, in good condition and shall be delivered in standard coils, packages or reels. If wire used is different than what is specified, samples of wire shall be submitted for the purpose of determining acceptability of the wire. Wire which has been rejected shall not be used again. Such rejected wire shall be removed from the Owner's premises. Decisions as to the quality of the wire furnished and the acceptance of such wire shall be made by the Owner or his representative.

G. Power conductors shall not be smaller than No. 12 AWG, except for control and alarm wiring where No. 14 AWG shall be used as minimum size wire when protected by a 15 amp fuse/circuit breaker.

H. The contractor may, if he deems it necessary or advisable, use larger sized conductors than those required. In no case shall there be a voltage drop greater than that allowed by the N.E.C.

2.04 (NOT USED)

PART III - EXECUTION

3.01 GENERAL

A. Do not exceed WCC manufacturer's recommendations for maximum pulling tension and minimum bending radii. Pulling compound shall be used. Use only UL listed compound compatible with WCC outer jacket and with the raceway utilized.

B. Contractor shall provide and install all low voltage (120V, 208V, 240V, 480V, etc.) WCC for power distribution equipment and associated hardware designated and required per the CONTRACT PLANS.

C. Tighten all screws and terminal bolts using torque type wrenches, and/or drives to tighten to the inch-pound requirements of the NEC and UL.

D. When single WCC in man-holes, hand-holes, vaults, cable trays and other designated location and/or raceway(s) are not wrapped together by some other means, such as arc and fireproofing tapes, bundle throughout their exposed length conductor(s) entering from each conduit/raceway with nylon, self-locking, releasable cable ties placed at interval not exceeding 12 inches on-centers.

3.02 PREPARATION (NOT USED)

3.03 ERECTION, INSTALLATION, AND APPLICATION INSTRUCTIONS

A. Support all conductors in vertical conduits or raceways in the manner set forth in Article 300-19 of the latest revision of the National Electric Code. Do not use lighting fixtures for raceways or circuits other than parallel wiring of fixtures.

B. Do not make any splices or taps in any conductor except where absolutely required for 120 volt circuits feeding lights or receptacles. Such splicing may only take place in splice/junction boxes. Elapsed time meters are the only exception to not using a junction box.

C. Tag all power wiring in all pull boxes, wire ways, motor control center wire ways, panel board wiring gutters, light switch boxes, receptacles, disconnect switches etc. Use heat shrinkable slip-on type tags, approved for this use, as manufactured by Raychem, 3M, Panduit, or owner approved equal. See Section 16205, Wire and Cable Tagging Standard for additional requirements.

D. All interconnect wiring going from one compartment to another, or between two separate pieces of equipment must terminate at a terminal block on each end, i.e. entering and leaving a compartment or piece of equipment.

E. All wiring passing between cabinets shall be protected by a rubber grommet or approved nipple with bushings.

F. All wire terminations shall be made with a mechanical compression type lug or terminal specifically designed to accept stranded wire. Do not terminate by wrapping the wire around the screw.

G. Number 8 AWG and larger wire shall utilize a crimper with a die set to install lugs to the wire.

H. No more than two wires/ lugs per terminal will be allowed unless ring type lugs are used. A maximum of three wires will be permitted if all wires are using ring lugs.

I. All current transformer loops shall utilize ring terminals and shorting terminal boards to avoid open circuiting the secondary of a CT.

J. All wiring run to the front door panel shall have a spiral wrap and tie wrapped to protect wires from being pinched between door and panel. A loop (slack) in conductor(s) shall be provided to allow door to open freely.

K. All main panel wiring shall be run in a raceway such as Panduit. All wiring run from the Panduit to the devices shall be neatly run and tie wrapped. If Panduit is not practical, wires shall be neatly run and tie wrapped.

L. Equipment grounding wire run in conduit shall have an identifying green covering or green color coding at each end terminations and at junction box or pull box locations along its run length.

M. Where the capacity of a single feeder is great enough to require parallel conductors in more than one (1) conduit, each conduit must contain the same number and length of conductors in all phases (legs) of the feeder, including any neutral conductors per the N.E.C.

N. Under no circumstance shall circuits above 600 volts and those below 600 volts be pulled in the same conduit.

O. Separate low level circuits (such as phone line) from noisy and power circuits by a minimum distance of 1 foot.

P. Bolted and compression connections/terminations for electrical conductors shall be thoroughly cleaned, covered, and sealed with a light, pliable, waterproof film of commercial paste or sealant to prevent oxidation and/or corrosion. Apply sealant to cover complete conductor termination and cover/extend past end of conductor insulation. This is typically required for Wastewater Facilities and hazardous, damp and/or corrosive areas. Acceptable conductor/termination sealant manufacturers are Noalox or approved equal. Include sealant submittal data with WCC submittals.

Q. Where mechanical assistance is used for pulling conductors, a wire pulling compound shall be used (Polywater, or approved equal, as indicated by conductor manufacturer) having inert qualities that do not harm the wire insulation or covering and shall be free from grease, filings or foreign matter before conductors are pulled. Do not exceed cable Manufacturer's recommendations for maximum pulling tensions and minimum bending radii.

R. Wiring shall be tagged with Raychem Wire Markers, or approved equal, at panel boards, and all termination points with numbers conforming to Section 16205. Power wiring labels shall be white with black letters.

S. Lighting and receptacle wiring may use silicone filled spring type wire connectors in approved locations. This applies to lighting and receptacle circuits only.

T. In no case shall DC voltage circuits and AC circuits be pulled in the same conduit or raceway.

3.04 – 3.07 (NOT USED)

3.08 TESTING AND INSPECTION

A. Field test, check and inspect all installed WCC --- comply per requirements per Section 16951 "Calibration and Testing".

3.09 – 3.11 (NOT USED)

3.12 MEASUREMENT AND PAYMENT

A. No separate payment for work performed under this Section. Include cost of same in Contract price bid for work of which this is a component part.

END OF SECTION

PART I - GENERAL

1.01 SUMMARY

A. This specification section establishes the wire, conductor and cable tagging method to use for all electrical, control and instrumentation systems for the Austin Water.

1.02 RELATED REQUIREMENTS

A. Work as called for on PLANS, or in this or other Specification Sections.

1.03 – 1.11 (NOT USED)

PART II - PRODUCTS

2.01 (NOT USED)

2.02 MATERIALS/CONSTRUCTION

A. WIRE, CONDUCTOR AND CABLE TAGGING

1. In general, all wiring shall be tagged at all termination points and at all major access points in the electrical raceways. A termination point is defined as any point or junction where a wire or cable is physically connected. This includes terminal blocks and device terminals. A major access point to a raceway is defined as any enclosure, box or space designed for wire pulling or inspection and includes pull boxes, manholes, and junction boxes.

2. Wire tags shall show both origination and destination information to allow for a wire to be traced from point-to-point in the field. Information regarding its destination shall be shown in parenthesis.

B. Single Conductor, Wire and Cable Tagging

1. The following is the format to use for single conductor, wire and/or cable tags. Tag information to the left refers to the origination point. Tag information in parenthesis refers to point of destination.

   XXXX XX (XXXX-XXXX-XXXXX / XXXX XX)

   Device Terminal Identifier No. (Equipment Tag No.*/Device Terminal Identifier No.)

   *For wiring within a piece of equipment, control panel, junction box, etc., the Equipment Tag No. is not required, only the Device Identifier and Terminal Number from the point of origination.

Example: For a wire connected from Terminal block 1 terminal 23 to relay CR1 terminal 9, the correct tag would be TB1-23(CR1-9) at the terminal block and CR1-9(TB1-23) at the relay.

C. Device Identifier

1. The Device Identifier uniquely identifies a device within a piece of equipment. Examples are: TB1, for terminal block number 1 and CR02, for control relay # 02. For existing equipment, refer to existing device tags or labels and/or equipment documentation. For missing tags or new equipment, consult with OWNER.

D. Terminal Number

1. The Terminal Number along with the Device Identifier, identify which specific point in the equipment the wire must be terminated to. Refer to manufacturer's labeling or record drawings for device terminal numbers.

E. Equipment Tag No.

1. The Equipment Tag Number is the physical tag attached to the equipment. For existing equipment, please refer to the Facility in question. For new or missing equipment tags please refer to the Contract PLANS Mechanical Systems for equipment tag identification and/or designation.

F. TAG SPECIFICATIONS

1. Wire tags shall be yellow for control wiring and white for all AC/DC power wiring. Tags shall be heat shrink type as manufactured by Raychem, 3M, Panduit, or OWNER approved equal with the tag numbers typed with an indelible marking process. Character size shall be a minimum of 1/8" in height. Hand written tags are not allowed. Tags shall be heat shrunk once proper installation and operation is completed and verified.

2.03 – 2.04 (NOT USED)

PART III - EXECUTION

3.01 GENERAL

A. PULL BOXES, MANHOLES, AND JUNCTION BOXES

1. For all groups of conductors, tags shall be yellow Phenolic with black lettering, attached with black tie wraps. Submit tag sizing and nomenclature to OWNER for approval.

B. DEVIATIONS

1. For deviations from this wire tagging specification, or for cases not covered by these specifications, submit the proposed tagging system to Austin Water for approval prior to use.

C. GRAPHIC DISPLAY

1. Comply per the following graphic display/outline for the specified conductor/wire/cable tagging method.

2. Single conductor wire tagging within same enclosure and/or equipment.

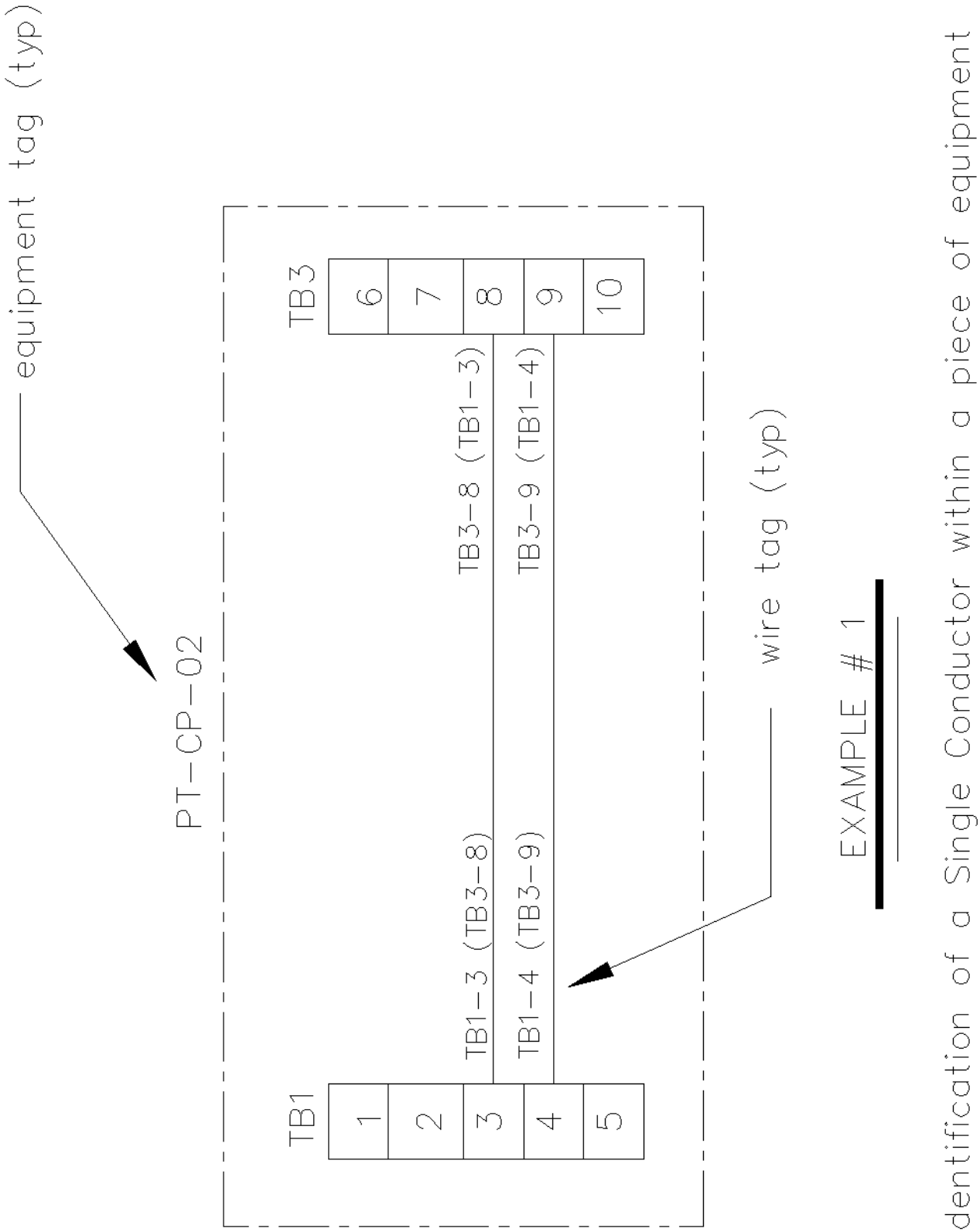
3. Single conductor wire tagging between two separate enclosures and/or equipment.

3.02 – 3.11 (NOT USED)

3.12 MEASUREMENT AND PAYMENT

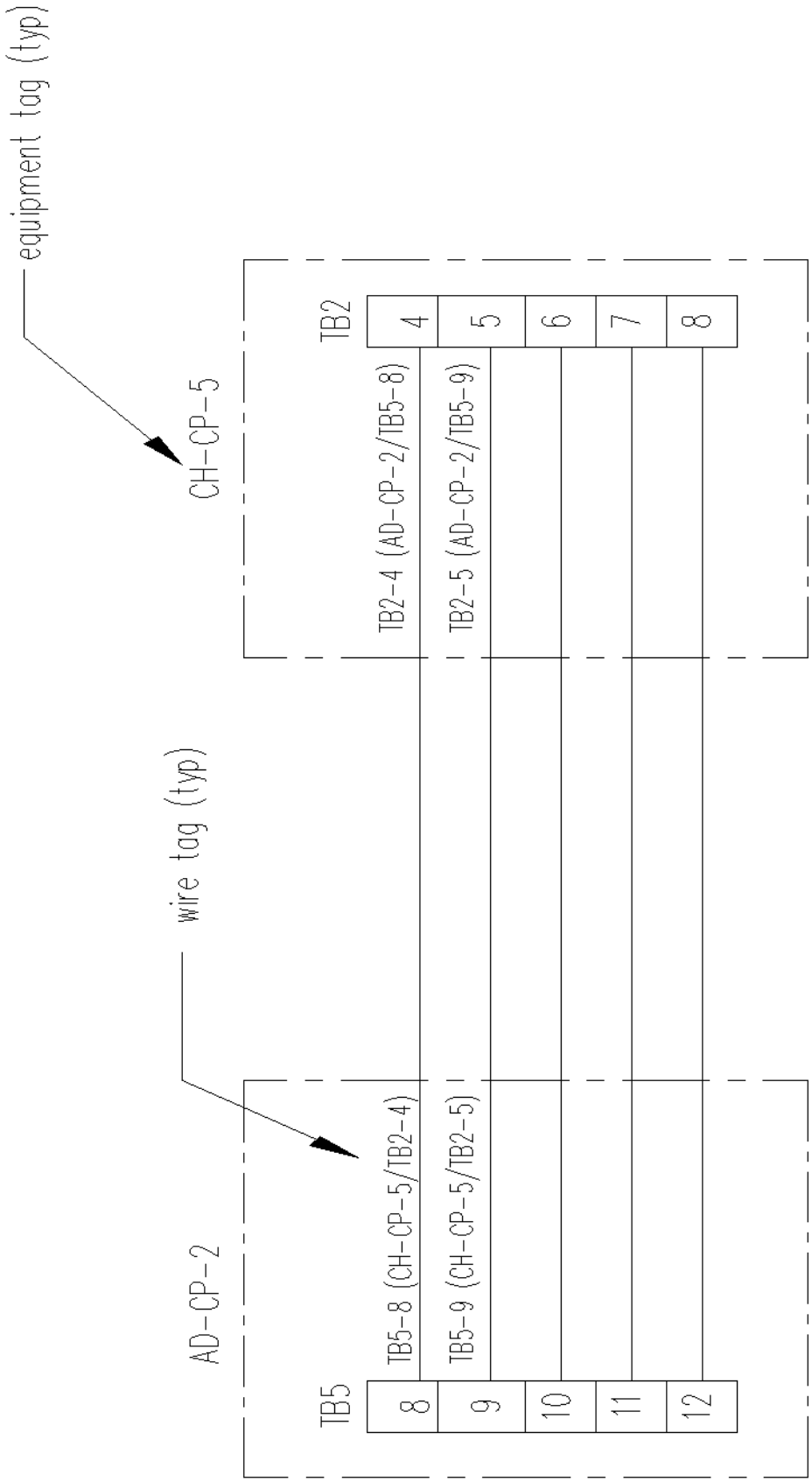
A. No separate payment for work performed under this Section. Include cost of same in Contract price bid for work of which this is a component part.

END OF SECTION



EXAMPLE # 1

Identification of a Single Conductor within a piece of equipment



EXAMPLE # 2

Identification of a Single Conductor that interconnects two pieces of equipment

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PART 1: GENERAL

1.1 Scope

The Uninterruptible Power Supply (UPS) shall provide 120 Volt power and line conditioning for computer equipment during normal conditions and battery power during power outages. Transfer from normal to battery backup shall occur automatically without switching and with no transient power conditions on load side.

1.2 Submittal

A. Submittals shall be made in accordance with the requirements of Section 01300, "Submittals".

B. Operations and Maintenance (O&M) Manuals shall be made in accordance with the requirements of Section 01730.

1.3 Operation and Maintenance Manuals

Provide operations manual outlining normal operation, battery replacement and routine maintenance required.

PART 2: PRODUCT

A. System shall consist of a static dc to ac sine wave inverter, a battery charger, a sealed battery, a monitor, and accessories as required. System shall have a minimum of 4 - 120 volt ac receptacles.

B. Batteries shall be sealed maintenance free cells.

C. UPS shall have an indicator showing output voltage and the amount of power being drawn by the load.

D. System output voltage shall be regulated within plus or minus 5 percent of 120 volts and frequency stability shall be plus or minus 1/2 percent of 60-Hz. The output characteristic shall be sinusoidal with not more than 5 percent total harmonic distortion at full load with input ac circuit at 120 volts.

E. System shall be rated 750 VA, 500 watts continuously. System shall be capable of maintaining 250 watts for 16 minutes. System shall be equivalent to American Power Conversion SUA750 or equivalent model.

F. Unit shall have a 2 year warranty.

PART I - GENERAL

1.01 SUMMARY

A. This Section includes surge protection devices for low-voltage power, control, and communication equipment.

1.02 RELATED REQUIREMENTS

A. Work as called for on PLANS, or in this or other Specification Sections.

1.03 (NOT USED)

1.04 DEFINITIONS

A. SVR: Suppressed Voltage Rating

B. SPD: Surge Protection Devices

C. TVSS: Transient Voltage Surge Suppression

1.05 (NOT USED)

1.06 SUBMITTALS

A. Product Data: For each type of product indicated include the following:

1. Rated capacities
2. Dimensions
3. Weights
4. Operating characteristics
5. Furnished specialties
6. Accessories

B. Product Certificates: Shall be signed by product manufacturer certifying compliance with the following standards:

1. UL 1283 - Electromagnetic
2. UL 1449 3rd Edition – UL Standard for Surge Protection Devices

C. Operation and Maintenance Data:

1. Include Operation and Maintenance Manuals

D. Warranties: Special warranties specified in Section 1.10.

1.07 QUALITY ASSURANCE

A. Source Limitations

1. Obtain all SPD and accessories from a single manufacturer.

B. Product Options

1. Drawings indicate size, dimensional requirements, and electrical performance of surge protection device and are based on the specific system indicated.

C. Electrical Components, Devices, and Accessories

1. Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. Comply with IEEE C62.41, "IEEE Guide for Surge Voltages in Low Voltage AC Power Circuits," and test devices according to IEEE C62.45, "IEEE Guide on Surge Testing for Equipment Connected to Low-Voltage (1000 Volts or less) AC Power Circuits."

E. Comply with NEMA LS 1, "Low Voltage Surge Protection Devices."

F. Comply with UL 1283, "Electromagnetic Interference Filters," and UL 1449, "Standard for Surge protection device/ss."

1.08 – 1.09 (NOT USED)

1.10 WARRANTY

Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of surge protection devices that fail in materials or workmanship within ten years from date of Substantial Completion.

1.11 (NOT USED)

PART II - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. General Electric Company

2. Innovative Technology, Inc.

3. Square D/ Schneider Electric

4. Eaton/Cutler Hammer

5. Surge Suppression Incorporated

2.02 MATERIALS/CONSTRUCTION

A. Rate surge protection devices for continuous operation under the following conditions, unless otherwise indicated:

1. Maximum Continuous Operating Voltage: Not less than 115 percent of nominal system operating voltage.

2. Operating Temperature: 30 to 120 deg F (0 to 50 deg C).

3. Humidity: 0 to 85 percent, non-condensing.

4. Altitude: Less than 20,000 feet (6090 m) above sea level.

2.03 FUNCTIONAL REQUIREMENTS

A. Power Distribution Panelboard Surge Protection Device

1. Surge protection device with the following features and accessories:

a. Fuses, rated at 200-kA interrupting capacity.

b. Fabrication using bolted compression lugs for internal wiring.

c. Integral disconnect switch.

d. Redundant suppression circuits.

e. Redundant replaceable modules.

f. Arrangement with wire connections to phase buses, neutral bus, and ground bus.

g. LED indicator lights for power and protection status.

h. Audible alarm, with silencing switch, to indicate when protection has failed.

i. One set of dry contacts rated at 5A and 250Vac, for remote monitoring of protection status.

j. Surge-event operations counter.

B. Peak Single-Impulse Surge Current Rating: 120 kA / phase

C. Connection Means: Permanently wired.

D. Protection modes and UL 1449 SVR for grounded wye circuits of 480Y/277V, 3-phase, 4-wire (w/ neutral) and ground circuits and 480V, 3-phase, 3-wire and ground circuits shall be as follows:

1. Line to Line: 3000 V
2. Line to Neutral: 1200 V
3. Line to Ground: 1000 V
4. Neutral to Ground: 1000 V

E. Protection modes and UL 1449 SVR for grounded wye circuits of 208Y/120V, 3-phase, 4-wire (w/ neutral) and ground circuits and 120/240V, 1-phase, 3-wire (w/ neutral) and ground circuits shall be as follows:

1. Line to Neutral: 700V
2. Line to Ground: 600V
3. Neutral to Ground: 600V

F. Class 1, Class 2, Class 3 circuits and remote controls & communications low voltage circuits surge protection device

1. Surge protection device with the following features and accessories:
   a. Fuses, rated for required interrupting capacity.
   b. Redundant suppression circuits.
   c. Redundant replaceable modules.
   d. Arrangement with wire connections to circuit and ground bus.
   e. LED indicator lights for power and protection status.
   f. Surge-event operations counter.
2. Peak Single-Impulse Surge Current Rating: 10 kA
3. Connection Means: Permanently wired.

G. Protection modes and UL 1449 SVR for Class1, Class 2, Class 3 circuits and remote/controls/communication low voltage rated circuits as follows:

1. Line to Neutral: 500 V
2. Positive to Negative (Ground): 500 V

2.04 (NOT USED)

PART III - EXECUTION

3.01 (NOT USED)

3.02 PREPARATION

A. PLACING SYSTEM INTO SERVICE

1. Do not energize or connect service entrance equipment, panelboards, control terminals, data terminals to their sources until surge protection devices are properly installed and connected.

3.03 ERECTION, INSTALLATION, AND APPLICATION INSTRUCTIONS INSTALLATION OF SURGE PROTECTION DEVICES

A. Install 480Y/277V rated surge protection device at enclosed circuit breaker/disconnect.

B. Install appropriately rated surge protection device in control equipment/panel/etc. circuits and schematics for applicable low voltage controls/communications and Class 1, Class 2, Class 3 circuits.

C. Do not interrupt utilities serving facilities occupied by OWNER or others until arranging temporary utility services according to requirements indicated:

a. Notify ENGINEER and OWNER not less than two working days in advance of proposed utility interruptions.

b. Do not proceed with utility interruptions without ENGINEER'S written permission.

D. Coordinate location of field-mounted surge protection devices to allow adequate clearances for maintenance.

3.04 (NOT USED)

3.05 FACTORY AND FIELD QUALITY CONTROL

A. Remove and replace malfunctioning units and retest.

3.06 – 3.10 (NOT USED)

3.11 TRAINING

Engage a factory-authorized service representative to train OWNER'S maintenance personnel to adjust, operate, and maintain transient voltage surge protection devices for two sessions of at least 4 hours for each session. Times shall be coordinated with the OWNER.

3.12 MEASUREMENT AND PAYMENT

A. No separate payment for work performed under this Section. Include cost of same in Contract price bid for work of which this is a component part.

END OF SECTION

PART I - GENERAL

1.01 SUMMARY

Provide electrical grounding system in accordance with the design DRAWINGS, these Specifications and compliance per the NEC. Included within this section are furnishing and installing all wire/cable, ground electrodes, ground connections, ground wells/test wells, ground plates, etc. and ground testing report associated with the electrical grounding system.

1.02 RELATED REQUIREMENTS

A. 01300 Submittals

B. 01730 Operation and Maintenance Manuals

C. 16010 Electrical General Provisions

D. 16150 Raceways, Fittings and Supports

E. 16130 Boxes and Cabinets

F. 16140 Wiring Devices

G. 16200 Wires Conductors Cables – 600V and Below

H. 16205 Wire and Cable Tagging

I. 16950 Calibration and Testing

J. Other related work as may be designated, required, and/or called for per the CONTRACT DRAWINGS, other related TECHNICAL / EQUIPMENT SPECIFICATIONS and/ or as elsewhere defined or designated.

1.03 REFERENCES

Requirements listed in the DRAWINGS and specifications are considered additional to the standard requirements listed herein. The publications listed above form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. Grounding system shall be designed, constructed, and tested according to the latest applicable sections of the following standards:

A. ANSI American National Standards Institute

B. ASTM American Society for Testing and Materials

C. IEA International Energy Agency

D. IEEE Institute of Electrical and Electronics Engineers

E. NEC National Electrical Code

F. NEMA National Electrical Manufacturers Association

G. NFPA National Fire Protection Association

H. UL Underwriters Laboratories

I. AEIC Association of Edison Illuminating Companies

J. IAE Instrumentation and Electrical

K. ISA International Society of Automation

L. ISO9001 International Organization for Standardization

1.04 – 1.05 (NOT USED)

1.06 SUBMITTALS

A. Submittals shall be made in accordance with the requirements of Section 01300 and Section 16010. In addition the following specific information here in shall be complied.

B. Submittal Data: Submit the following data for grounding system, accessories and appurtenances:

1. Manufacturer and model number(s) for all system components furnished and installed.

C. Submit data for grounding equipment, grounding systems, materials and terminations.

1.07 (NOT USED)

1.08 DELIVERY STORAGE AND HANDLING

A. Grounding equipment, materials, supplies, etc. shall be stored off the ground and kept dry at all times, up through the time of installation. Handle with care to prevent damage, loss or compromise of its packing material.

1.09 – 1.10 (NOT USED)

1.11 OPERATION AND MAINTENANCE MANUALS

A. Furnish complete documentation and quantity per Section 01730. As a minimum, O & M Manuals shall provide the following:

1. All grounding testing data and report(s), per Section 16950.

PART II - PRODUCTS

2.01 (NOT USED)

2.02 MATERIALS/CONSTRUCTION

A. Ground plate thickness shall be 0.032” with a minimum surface area of 24" x 24" (ThermOweld Part# 38-6341-“X” or approved equal). The ground plate should have manufacturer terminated welded pigtails (sized as indicated on the Plans) or as designated per the design DRAWINGS.

B. Contractor shall use ground enhancement material (GEM) around ground plates (ThermOweld Part# 38-6502-“XX”). GEM shall be mixed per manufacturer’s instructions to encapsulate ground plates.

C. Ground connection and wire/cable shall be as follows:

1. Below grade: Cadweld, Burndy Thermoweld, or approved equal thermite reaction welding system ground connection.

2. Above grade: Burndy Type GAR, GB, GBM or GG connector as required or approved equal. Where applicable and/or as designated, install thermite weld ("Thermoweld, Cadweld, etc.") ground cable connection to all designated equipment and/or metal structural grounding above grade.

3. Ground wire shall be green color insulation, stranded, copper conductor XHHW-2 rated for raceways/conduits and bare, stranded, annealed copper wire/conductor for underground ground grid, ground loop/s, etc. Ground wire shall be sized as designated on the designed DRAWINGS compliance per N.E.C., not less than #6 AWG service ground and not less than #2/0 AWG bare copper ground for underground ground grid, ground loop/s, etc.

4. Ground well/test well(s) shall be precast box with accessible cast iron lid. Lid shall read “Ground” on top. Brooks precast box, model # 3-RT, not less than 10” DIA x 12” deep or approved equal—see applicable ground well detail per the Contract Drawings. Ground well/s located in driveway shall have AASHO H-20 traffic load rating.

2.03 – 2.04 (NOT USED)

PART III - EXECUTION

3.01 – 3.02 (NOT USED)

3.03 ERECTION, INSTALLATION, AND APPLICATION INSTRUCTIONS

A. Ground Grid

1. Install the number of ground electrodes, ground wells/test wells as shown on the DRAWINGS.

2. Do not cover/backfill below grade/concealed connections until each connection has been inspected by the ENGINEER / Austin Water. Where applicable and/or as designated, ditto this process for above grade ground connections to designated equipment and to metal structural ground connections.

3. Provide minimum of one ground test well accessible for ground grid testing and connection inspection. Utilize a ground test well with removable cover for accessibility from finished grade—comply as specified here-in.

B. General Equipment Grounding

1. Ground all electrical equipment, lights, receptacles, etc., with a separate equipment ground wire/conductor installed in the conduit with the power conductors. Provide/install ground wire/conductor in all conduit/raceway compliant per N.E.C.

2. Install grounding system electrically and mechanically continuous throughout. Do not bond to the system neutral except at the service transformer or service main disconnect switch or breaker.

3. Install a bonding jumper from the grounding lug on each conduit to the ground bar or bus.

C. Where the equipment has no facility to attach an equipment ground wire, use a Burndy Quicklug or equal. Clean the metal surface under the lug to bright metal so that good contact can be made. Size general equipment ground wire not less than #10 AWG, stranded copper; major equipment–panel board, motors, compressors, etc. ground wire size shall comply per N.E.C. for equipment grounding and/or per the design DRAWINGS.

D. Provide a PVC sleeve where bare ground wire passes through concrete slab at or above ground level, where applicable.

E. Connect ground wires entering outlet boxes in such a manner that removal of the receptacle will not interrupt the continuity of the grounding circuit. A grounding screw attached to the box, and used for no other purpose, may be used to accomplish this.

F. Install a separate ground plate for lighting poles. Ground plate to be brought up through light pole foundation into base of light pole accessible via pole base hand hole. Make lighting pole ground connection to the ground plate inside the pole base (See DRAWINGS detail).

G. Ground system "resistance" shall measure not more than 2.0 Ohms for power / instrumentation / communications / computer / network systems.

3.04 – 3.07 (NOT USED)

3.08 TESTING AND INSPECTION

A. Ground system shall be calibrated and tested. Provide ground system test data and report/s –compliance per Section 16950 "Calibration and Testing".

B. Do not cover/backfill below grade/concealed connections until each connection has been inspected by the ENGINEER / Austin Water. Where applicable and/or as designated, ditto this process for above grade ground connections to designated equipment and to metal structural ground connections.

3.09 – 3.11 (NOT USED)

3.12 MEASUREMENT AND PAYMENT

A. No separate measurement or payment for work performed under this Section. Include the cost of same in the CONTRACT price bid for the project of which this is a component part.

END OF SECTION

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PART 1: GENERAL

1.01 SCOPE OF WORK

This Section describes the control loops that are to be furnished on this project.

The functional descriptions contained herein are for informational purposes and are intended to supplement and compliment the instrumentation control schematics and other details included in the plans and specifications. Provide all hardware and software necessary to perform the control functions specified herein whether shown on the drawings or not.

The instrumentation manufacturer shall coordinate with other work to ensure that necessary wiring, conduits, contacts, relays, converters and associated items are provided in order to transmit, receive and control the necessary signals to other control elements, control panels, PLC I/O's and to receiving stations.

The loop descriptions are not intended to be an inclusive listing on all elements and appurtenances required to execute the loop functions. Any additional work and materials required to make a completely satisfactorily operational loop shall also be provided and included in the price bid for the work.

The proposed PLC programming shall be programmed similarly to the existing PLC, with modifications for the replacement of the Trident valves with the modulating valves.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Submittals: Section 01300.

B. PLC: Section 16710

C. Electrical General Information: Section 16010.

D. Cabinets and Enclosures: Section 16130.

E. Wire and Cable: Section 16200.

F. Grounding: Section 16550.

1.03 REFERENCE STANDARDS

A. NEMA

B. UL 508

C. NEC

D. ISA

E. JIC EGP-1

1.04 SUBMITTALS

A. Make all submittals in conformance with Sections 01300 and 16010.
B. Include the following:

1) Control loop descriptions for each loop in the system whether or not included in this Section.

2) Describe each element and include the appropriate tag number. When additional elements are necessary, assign a tag number not in conflict with the others. Tag numbers shall conform to ISA standards.

3) A listing of devices mounted within the panel. Include the tag number, description, manufacturer and complete model number for each device.

C. Loop diagrams prepared in accordance with ISA Standards.

1.05 ABBREVIATIONS

PLC – Programmable Logic Controller
PID – Proportional-Integral-Derivative Control Loop
RIO- Remote Input/Output Module
RTU- Remote Transmitting Unit
SCADA – Supervisory Control and Data Acquisition System

1.06 OPERATION AND MAINTENANCE MANUALS

A. Submit Operation and Maintenance Manuals in accordance with Section 16010.

PART 2: PRODUCTS (NOT APPLICABLE)

PART 3: EXECUTION

3.01 GENERAL

A. The following describes the control strategies for this project including:

1) The general operation for this lift station is described below.
2) Programming for the new PLC shall be updated to accommodate the valve replacement. All other programming logic shall be changed at the discretion of AWU.
3) ALL I/O points for new PLC shall be installed in the same location as is currently installed in the existing PLC.

Loop 100- Wet Well

Primary Element:

Level Transmitter: LT-100

Secondary Element:

LSL1A- All Pumps Off Float: LSO-100A
LSL1B- All Pumps Off Back-up Float: LSO-100B
LSH2- LSP3/LSP4 (Back-up) Call to Run: LS1-100
LSH1A- High Level Float: LSH-100A
LSH1B- High Level Back-up Float: LSH-100B

Control Strategy:

Level Transmitter provides primary controller through an analog, 4-20mA output signal. This signal is input to the Main PLC, which calls the pumps to run.

In the case of transmitter failure or a high-level event, float switches LSH1A-100, LSH1B-100, and LS1-100 provide control back-up control for pumps LSP3 and LSP4. Both pumps will run until the reset/ "OFF" level is reached by either float switch LSO-100A or LSO-100B.

PLC Inputs

- Level Signal (Analog)
- High Level Alarm
- LSP3/LSP4 Call to Run
- All Pumps Off

Loop 200- Dry Weather Pumps

Primary Element:

Lift Station Pump LSP-1
Lift Station Pump LSP-2

Control Strategy

The Main PLC controls pumps LSP-1 and LSP-2 through a discrete output. The pumps can also be operated in "Hand" if the HOA switch at the pump and at the main control panel are moved to this position. The Main PLC automatically alternates the pumps on successive cycles.

If there is high level detected at the Balcones WWTP, the PLC will be programmed to lock out the dry weather pumps.

PLC Inputs

- LSP-1 Run
- LSP-1 Fault
- LSP-1 Overload

- LSP-1 HOA in Auto
- LSP-1 High Temperature
- LSP-2 Run
- LSP-2 Fault
- LSP-2 Overload
- LSP-2 HOA in Auto
- LSP-2 High Temperature

PLC Outputs

- LSP-1 Start/Stop
- LSP-2 Start/Stop

Loop 300- Wet Weather Pumps

Primary Element:

Lift Station Pump LSP-3
Lift Station Pump LSP-4

Control Strategy

The Main PLC controls pumps LSP-1 and LSP-2 through a discrete output. The pumps can also be operated in “Hand” if the HOA switch at the pump and at the main control panel are moved to this position. The Main PLC automatically alternates the pumps on successive cycles.

Pump operation is determined by the level transmitter signal via the PLC output, or through an existing hardwired signal from the float switches, LSH1A, LSH1B, or LS1.

PLC Inputs

- LSP-3 Run
- LSP-3 Fault
- LSP-3 Overload
- LSP-3 HOA in Auto
- LSP-3 High Temperature
- LSP-4 Run
- LSP-4 Fault
- LSP-4 Overload
- LSP-4 HOA in Auto
- LSP-4 High Temperature

PLC Outputs

- LSP-3 Start/Stop
- LSP-4 Start/Stop

Loop 310- Wet Weather Pump Pressure Indicator

General

The wet weather pumps, LSP-3 and LSP-4 will each have two pressure transmitters on their respective discharge piping.

Primary Element:

Lift Station Pump PT LSP3-PT1
Lift Station Pump PT LSP3-PT2
Lift Station Pump PT LSP4-PT1
Lift Station Pump PT LSP4-PT2

Control Strategy

The pressure transmitter will monitor pressure on the pump discharge line and control the valve modulation. In the case of high discharge pressure, the pump will be called to stop. An Alarm will be sent to the Master Station.

Loop 320- Wet Weather Pump Valves

General

The wet weather pumps, LSP-3 and LSP-4 operate in tandem with a motor operated valve on their respective discharge piping.

Primary Element:

Lift Station Pump MOV LSP3-MOV
Lift Station Pump MOV LSP4-MOV

Control Strategy

Once a “run” signal has been obtained from the wet weather pump(s), its respective valve will begin opening through an output from the PLC.

Once the pump has been called to stop, its respective valve will begin closing through an output from the PLC. Once the valve is closed, the pump will shut down.

During operation, the position of the valve will be determined by a control loop programmed into the PLC and determined by the pressure transmitters upstream and downstream of each valve. The valve position will ensure the pumps run on their respective pump curves during operation.

Valve Fault: The valve “closed” position will be programmed such that, in the event that a valve fails to open, the respective wet weather pump able to run on its respective pump curve. A mechanical stop shall also be provided in case of electrical failure. An Alarm sent to the Master Station.

PLC Inputs

- LSP3-MOV Opened
- LSP3-MOV Closed
- LSP3-MOV Fault
- LSP3-MOV Position Indication (Analog)
- LSP4-MOV Opened
- LSP4-MOV Closed
- LSP4-MOV Fault
- LSP4-MOV Position Indication (Analog)
-

PLC Outputs

- LSP3-MOV Open
- LSP3-MOV Close
- LSP3-MOV Position Feedback (Analog)
- LSP4-MOV Open
- LSP4-MOV Close
- LSP4-MOV Position Feedback (Analog)

Loop 330-Drain Valve

General

The drain valve is used to drain the force main back into the lift station wet well.

Primary Element:

Drain Valve MOV DV-MOV

Control Strategy

Once a “run” signal has been obtained from the wet weather pump(s), the drain valve will close

The drain valve will be programmed to open based on the sequence of pump operation and level in the wet well. The length and position for the valve “open” signal shall be determined by the Operator. Programming for this logic should match the existing sequence that currently operates the opening of the drain valve.

Valve Fault: In the event of valve failure, the valve should fail closed. An Alarm will be sent to the Master Station.

PLC Inputs

- DV-MOV Opened
- DV-MOV Closed
- DV-MOV Fault
- DV-MOV Position Indication (Analog)

PLC Outputs

- DV-MOV Open
- DV-MOV Close
- DV- Position Control (Analog)

END OF SECTION

PART 1: GENERAL

1.1 Scope of Work

A. Furnish and install complete PLC, programmable logic controller, based Remote Telemetry Unit, RTU and applicable accessories and appurtenances as specified herein and as shown on plans. RTU system shall be furnished by a single instrumentation and control (I&C) system supplier.

1.2 Related Documents

A. 01300 Submittals
B. 16205 Wire Tagging
C. 01730 O & M Manuals
D. 16140 Wiring Devices
E. 16200 Wires Conductors Cables – 600V and Below
F. 16400 Surge Protective Devices
G. 16263 120 VAC Uninterruptible Power Supply (UPS)
H. 16910 Pump Control Panel for Submersible Lift Station
I. 16951 Lift Station Calibration and Testing
J. 16120 480 V Motor Control Center

1.3 Applicable Standards and Specifications

A. PLC based RTU shall be designed, constructed, and tested according to the latest applicable sections of ANSI, ASTM, IEEE, NEC, NEMA, MG-1, NFPA, UL, AEIC, IEC, ISA and ISO9001/9003 standards. Requirements listed in the drawings and specifications are considered additional to the standard requirements listed above.

1.4 Acceptable Supplier

A. Qualifications: I&C system supplier shall be proven in the fabrication of this type or similar system/s. Supplier may be requested to furnish database of previous and/or customers work –5 years experience - to substantiate satisfactory experience in this business.

1.5 Submittals

A. Submittals shall be made in accordance with the requirements of Section 01300, “Submittals”.

B. Operations and Maintenance (O&M) Manuals shall be made in accordance with the requirements of Section 01730.

PART 2: PRODUCT

2.1 General

A. A remote telemetry unit, RTU system shall be furnished and installed connected to a standard dial-up telephone line to monitor and communicate data for lift station and/or other facility as designated. A complete functional RTU shall be supplied and installed. The RTU shall be PLC based with integral or interfaced telemetry communications and PLC interfaced to local input/outputs (I/O's), provide local data storage, operate from normal AC power and/or DC battery backup power, and provide remote communication to the CITY's existing central computer based lift station telemetry system (LSTS) located at the Walnut Creek Wastewater Treatment Plant (WWTP) or designated location. The RTU shall be addressable from the central LSTS for remote monitoring and/or control of L.S. functions—data, status, alarms, etc.

2.2 RTU Design

A. The RTU shall be designed to interface the data itemized as designed per the City of Austin's guideline design standards E/I&C schematic drawings.

B. RTU shall be designed around a microprocessor-based subsystem comprised of a programmable logic controller (PLC) as specified herein with appropriate accessories and appurtenances as designated herein. Typical accessories and appurtenances shall include: PLC, DC power supply, modem communications, voice grade telephone line, power conditioning/surge protection and related I/O modules and wiring terminations as designated per the design DRAWINGS**.**

2.3 RTU Communications

RTU shall remote communicate to the central LSTS via a standard dial-up telephone line. Coordination for telephone line—its application/request, installation, fees, labor, materials, required utilities, CITY contact, etc. shall be the responsibility of the contractor. Coordination shall be such to insure telephone service readiness at time of the L.S. startup and inspection (and/or beneficial use).

A. Modem shall be an industrial grade communications modem. Modem shall be capable of communications rate up to 14.4 Kbps. Modem shall be powered at 120VAC, 60Hz. Modem shall be unit manufactured by Telenetics, Model MIU14.4 or approved equal.

B. The RTU shall be provided with line voltage surge suppression device for the RTU's control power and with communication line surge suppression device for the telephone line per Specification WW-16740.

2.4 RTU's PLC

The PLC system shall be a microprocessor, computer based device that can be programmed to collect data, process control logic and functions and communicate data per the execution of a programmed set of commands and instructions (a user application program). The PLC shall communicate input and output data to remote field devices –transducers, transmitters, switches, contacts, controllers, process actuators, etc.

A. The PLC shall operate as a standalone unit without support from external or additional master or mainframe computer system. Standalone operation shall be complete with power supply, central processor unit (CPU), diskless ROM and RAM memory of required/designated rating, and inputs/outputs (I/O's) for process data and communications port/s for unit programming and remote communications.

B. The PLC shall be of modular design and construction with a system bus and backplane constructed with fixed local I/O channels.

C. The PLC 's electronic/electrical components shall be rated for continuous operation –
Temperature rating: 0 -- 55 degrees C
Humidity rating: 30 – 95% non-condensing

D. The PLC electrical power supply shall be 115VAC, 60Hz, +/-15% and where required 24VDC regulated power supply. Power supply shall be fused protected.

E. PLC programming shall be capable of being connected/disconnected without disrupting PLC power and thereby the on-line program operation.

F. PLC shall be capable of remote programming and downloading (from LSTS central). PLC shall be capable of remote communications as a network link (local area network) and via modem communications as a remote area network.

G. The PLC shall have full system diagnostics capabilities, shutdown system and indicate malfunction status via LED for the following malfunctions (minimum) :

1. memory parity error
2. loss of signal communication between CPU and I/O's
1. halt or interruption of memory scan
4. detection of incomplete program processing

H. Central Processor Unit, CPU

1. The CPU shall be microprocessor chip with corresponding support chipset. The CPU shall be a minimum type Intel 80186 microprocessor, 16-bit word, and minimum 32 MHz clock speed. Supporting CPU chipset, circuitry and memory shall be provided to perform the program functionalities specified herein.

a. minimum internal user memory configuration shall be 4096KB RAM

b. minimum memory card capacity shall be 8MB for program backup

2. The PLC's processor shall be a separate module unit capable of unit plug-in and removal from I/O main board or backplane. The CPU shall perform and execute the logic control functions based upon the programmed logic stored in memory utilizing integral built-in preprogrammed and/or defined standard and enhanced function blocks, features, and/or options. Minimum/basic control functions, function blocks, features and/or options shall include, but not be limited to the following:

- ladder control logic
- latch/unlatch relays
- timer
- counters
- data comparisons
- data transfers
- block data transfers or moves
- synchronous shift registers
- transitional outputs
- master control relay
- Bit control—read, write,
- I/O forcing
- BCD to binary conversion
- Binary to BCD conversion
- Immediate I/O update
- Real-time clock
- Run-mode programming
- Extended communications function/s
- Modbus protocol
- Support Windows platform programming

3. Enhanced Functions

a. The following comprise the features, options, etc. for the PLC's enhanced functionality as a minimum:

a1) Asynchronous shift registers, integer and floating point math calculations function blocks
a2) Process control function block – (P, I, PID, etc.)

b. Matrix array/block data transfer, math functions and data compression
c. Automatic communications update
d. Remote communications – capable of operating via modem communications and local networking
e. Batch process programming supporting sequencing and scheduling programming

f. Have one RJ45 communication port for RS232 Modbus serial communications; have one RJ45 communication port for Ethernet Modbus/TCP communications; have one USB port for programming.

I. PLC Basic Specifications

1.	Program memory	3584K
2.	State (data) memory	256K
3.	Discrete I/O (bits)	1024
4.	Analog I/O (words)	256
5.	Boolean instructions/ms	8.1K
6.	Operating temperature	0 – 55 degrees C
7.	Relative humidity	30 –95% non-condensing

J. PLC I/O Minimum Requirements

1. Discrete I/O's
   Inputs: 32 points rated at 120VAC.
   Outputs: 8 points rated at 10-34VDC or 19-264VAC

2. Analog I/O's
   Inputs: 4 points (minimum) at 4-20mA
   Outputs: N/A

3. Communications
   RS-232: RS-232 communications port @ RJ45 connector
   Ethernet: Ethernet communications port @ RJ45 connector; Modbus/TCP protocol compliant

K. Manufacturer Models:

a. Each programmable logic controller shall consist of central processor, process controller, power supply, memory, input/output, interconnecting cables, and optional items as specified.
b. Rack: Provide a single rack to house all PLC modules. Provide spring clamp rings in the quantity per manufacturer's recommendations. Provide empty slot covers for each unused slot.
   i. 8-Slot Rack, BMX XBP 0800.
   ii. Cable Shielding Connection Kit, BMX XSP 0800.
   iii. Spring Clamp Rings, STB XSP 3010.
   iv. Empty Slot Covers, BMX XEM 010.
c. Power Supply:
   i. 36 Watt Power Supply, BMX CPS 3500.
   ii. Screw Clamp Terminal Blocks, BMX XTS CPS10.
d. Processor:
   i. Performance Processor, BMX P34 2020.
   ii. 16MB Flash Memory Card, as manufactured by the CPU manufacturer.
e. Discrete Input Module:

i. 16-input 120VAC I/O, BMX DAI 1604.
ii. Screw Clamp Terminal Blocks, BMX FTB 2010.

f. Relay Output Module:
i. 8-ouput Relay I/O, BMX DRA 0805.
ii. Screw Clamp Terminal Blocks, BMX FTB 2010.

g. Analog Input Module:
i. 4-channel Isolated I/O, BMX AMI 0410.
ii. Screw Clamp Terminal Blocks, BMX FTB 2010.

L. PLC Configuration

1. PLC to be configured utilizing Modicon Unity Pro; confirm version with City of Austin prior to programming. Serial communication port to be set for 9600 band, no parity, 8 data bits, and 2 stop bits.

2.5 RTU System Components and Wiring

A. Shall be copper conductors, rated MTW/THHN/THWN, not less than 300V rating; conductor size shall be #12AWG for 120VAC power circuits; control signal wiring shall not be less than #14AWG and instrumentation signal wiring shall not be less than #16AWG, twisted pair, shielded cable.

B. All wiring shall be wire tagged and labeled; all components shall be name tagged and labeled; all wire tags and labels shall match the names on the AS-BUILT schematic drawings. Comply per Section 16205 “Wire Tagging”.

C. The RTU system shall be housed in the pump control panel enclosure. For pump control panels, see Section 16910 “Pump Control Panel for Submersibles” and for MCC’s, see Section 2.2 I. of Section 16120 “480 Volt Motor Control Center” (pump control panel or MCC will be designated on the drawings). Optional: RTU shall be housed in a standalone enclosure, rated NEMA 3R, indoor, wall/surface mounting, of adequate dimensions—not less than 30”Hx30”Wx12”D and have padlock provisions.

D. Cable-Fast and other pre-wired plug-in terminal blocks are not allowed for PLC I/O modules. Each module shall be equipped with terminal blocks containing terminals for each individual I/O point and power point.

2.6 RTU Final Programming

A. Final RTU PLC programming shall be by the City of Austin. Programming will only be done upon certification of a functional PLC based RTU system, including remote communications. AWU to have a minimum of ten (15) working days for RTU and Walnut top end programming.

2.7 Tools, Spare Parts, and Accessories

A. Provide one spare PLC Based Remote Telemetry Unit (RTU) with cables, etc. identical to the installed unit.

B. Provide one modem unit manufactured by Telenetics, Model MIU14.4 or approved equal.

PART 3: EXECUTION

3.1 Factory Testing and Calibration

A. Factory (or I&C supplier) Certified Calibration and/or Testing

1. RTU system shall be tested before delivery. It shall be powered up and functional performance tested, documented and certified.

2. Certified factory test shall include but not be limited to:

   a. PLC process functions --diagnostics, run, load program, execute program

   b. PLC I/O modules functions –all channels, all I/O types

   c. RTU operation on backup power supply

   d. RTU telemetry performance –communications via modem communications

3.2 Field Installation and Testing

A. Field Installation

RTU system shall be installed, calibrated (where required) and setup/configured per the design or as otherwise designated.

B. Field Testing

Contractor to test each I/O point before testing with AWU programmer to ensure wiring to the PLC is correct. Contractor also shall test each I/O point with the AWU programmer to ensure that the PLC and program are functioning correctly. City of Austin personnel to witness test each point during final startup. Contractor is responsible for supplying utilities, tools, labor and services for all field tests. Contractor shall coordinate all field testing with CITY operations (where applicable) and/or give advanced notice (five working days minimum) for CITY witness and/or participation/operations in concert with field testing.

3.3 System Documentation

A. Provide a complete set of PLC documentation manuals for each component.

PART 1: GENERAL

1.01 SCOPE OF WORK

A. The work performed under this Section consists of providing all labor, material, tools, equipment and related items required to furnish and install the instrument/control panel.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Electrical General Information: Section 16010.

B. Wire and Cable: Section 16200.

C. Grounding: Section 16550.

1.03 REFERENCE STANDARDS

A. NEMA

B. UL 508

C. NEC

D. ISA

E. JIC EGP-1

1.04 SUBMITTALS

A. Make all submittals in conformance with Section 16010.

B. Include the following:

1) Scale drawings showing the location of face-of-panel mounted devices. Include a legend listing and identifying the face-of-panel devices by their assigned tag numbers, nameplate inscriptions, service legends and annunciator inscriptions.

2) A listing of devices mounted within the panel. Include the tag number, description, manufacturer and complete model number for each device.

3) Panel elementary diagrams similar to and developed from the drawings. Add switched analog signals, panel power distribution, and ancillary devices such as relays, alarms, fuses, lights, fans, heaters, etc. Show circuits and components individually. Show panel terminal and wire identification numbers. Do not submit typical diagrams for multiple circuits.

4) Plumbing diagrams of preplumbed panels and interconnecting plumbing diagrams.

5) Color schedule with color samples and paint chips for the control panels and consoles.

6) Power requirement and heat dissipation summary for all panels. State required voltages, currents, and phase(s). State maximum heat dissipation in Btu/hr.

7) Air conditioner sizing calculations (outdoor panels only).

8) Data sheets, which contain specific features such as ranges and options.

9) A device list, grouped by device type, for each panel. Include the complete manufacturer's part number, including option designations.

10) Cut sheets and catalog information for pre-manufactured enclosures. Indicate options to be supplied.

11) Fabrication drawings for custom enclosures.

12) Certified factory test reports.

1.05 MAINTENANCE

A. Provide the following spare parts:

1) One relay for every 10 relays or fraction thereof. Furnish a minimum of one spare for each type of relay.

2) Other replacement parts as recommended by the manufacturer.

B. Provide the following special tools:

1) Lamp puller and installer.

2) Mounting ring wrench(s) for pushbuttons switches and lights.

3) Relay checkout tool to hold relay in operated position.

C. Provide the following expendables:

1) One light bulb for every 10 light bulbs or fraction thereof for each type of bulb supplied.

2) One spare fuse for each 5 fuses of any type installed. Furnish a minimum of one fuse of each type.

1.06 OPERATION AND MAINTENANCE MANUALS

A. Submit Operation and Maintenance Manuals in accordance with Section 16010

PART 2: PRODUCTS

2.01 GENERAL

A. The panel shall contain the items shown on the schematic diagrams including the following:

1) Circuit breakers.
2) Control relays.
3) Surge protection.
4) Control terminal blocks.
5) Fuse terminal blocks.
6) Wireway.
7) Cabinet light and switch.
8) Cabinet receptacle.
9) Wiring and miscellaneous.
10) I/O Radio

2.02 ENCLOSURES

A. Panels are to be constructed to the approximate dimensions and instrument arrangement as shown on the Plans. Submit alternate arrangements and recommendations to the Engineer for review.

B. All instruments, devices and wiring are to be arranged such that everything can be installed, removed and serviced through the door.

C. Wire entering the panels is to enter via conduits with bushings. All wiring is to be terminated on terminals located on an interior panel prior to being connected to any instrument or switch.

D. The interior of each panel is to be painted white and the exterior color is to be selected by the OWNER from paint samples furnished by the manufacturer.

E. Each panel is to be equipped with a print pocket for storing applicable drawings.

F. Panel doors are to have heavy gauge continuous hinges. Hinges and doors are to be capable of supporting weight of equipment mounted on doors.

G. Mounting channels, swing panels and interior panels are to be provided in the cabinets for mounting pushbuttons, indicating lights, meters, instruments, terminals, relays, etc.

H. The panel is to be completely assembled and wired at the factory such that installation can be accomplished by connecting field wiring to terminal strips located on a lower portion of the interior panel.

I. Panels located indoors shall be NEMA 12 conforming to UL 508, JIC Standard EGP-1-1967. Panels located outdoors shall be NEMA 4X, 316 stainless steel.

J. Panels are to be constructed from minimum 14-gauge steel. Seams are to be continuously welded with no holes or knockouts. Doors are to have rolled lip around three sides and are to be equipped with a hasp and staple for padlocking. Doors on outdoor enclosures are to have stainless steel clamps to provide a watertight seal. All doors are to have an oil resistant gasket.

K. A full size steel back panel is to be provided inside each enclosure. Relays, terminal blocks, etc., are to be mounted on the back panel. Enclosures located indoors are to be Hoffman Proline Series, or equal. Outdoor enclosures are to be Hoffman Type WS series, or equal, with sloped top.

L. Cut, punch or drill cutouts for face-of-panel mounted instruments and smoothly finish with rounded edges.

M. Provide steel stiffeners on the back of the panel face as may be required to prevent deflection due to instruments, operation of equipment, or opening/closing of doors. Use 0.25 inch high by 1 inch wide by 0.5-inch deep minimum stiffeners and tack welded to the panel.

N. Outdoor panels shall be furnished with a 400-Watt, thermostatically controlled, fan driven space heater to prevent the accumulation of moisture. Heater and thermostat shall be a one-piece construction. Heater shall be set at 70 degrees Fahrenheit. Heater shall be centered as low as possible to allow the unit to heat the cool air located at the bottom of the enclosure. Care should be taken not to put heat sensitive devices near the unit.

O. Provide a print pocket within enclosures.

P. Each panel is to contain a weatherproof duplex receptacle (1P, 20A, 120V, 3W polarized), ground fault interrupter (GFIR) type. Receptacle shall be as specified in section 16140.

Q. Panel shall be provided with an LED light. Provide complete with limit switch to activate light when door is opened.

R. Furnish outdoor enclosures with closed looped air conditioning unit.

2.03 CONTROL COMPONENTS

A. Pushbuttons, selector switches and pilot lights are to be heavy-duty oil tight, 30mm, fully guarded, and rated NEMA 4. Pilot lights shall be LED type, push to test.

B. Legend Plates: Manufacturer's standard with lettering indicated on the Plans. To be of the same manufacture as the respective pushbutton, selector switch or pilot light.

C. Control Relays: Square D, or equal, 11 pin octal base relay with on/off pilot light, 120 VAC, 60 Hz coil, 10 amp, 3 PDT contacts. With screw terminal socket. Furnish 1 N.O. and 1 N.C. spare contacts in addition to those required by the control scheme.

D. Circuit Breakers: Circuit breakers shall be molded case type with thermal magnetic trip. Breakers shall be Square D Type QO, or approved equal. Mounting brackets shall be provided to mount breakers on the back panel.

E. I/O Radio: Radio shall be Phoenix Contact Radioline, wireless I/O module, with I/O Data mode. Model RAD-900-IFS with expansion module RAD-DAI06-IFS.

F. Antenna: Phoenix Contact Antenna ANT-OMNI-868, with coax cable (length as required).

2.04 TRANSIENT VOLTAGE SURGE SUPPRESSORS

A. See section 16400.

2.05 UNINTERRUPTIBLE POWER SUPPLY

A. See section 16263.

2.07 WIRING

A. Wiring within panel shall be: #14 AWG, 41 strand copper Type SIS, color coded as outlined in specification section 16200. Leave sufficient slack to allow for full opening of cabinet door.

B. Segregate dc signal wiring from ac control wiring, group functionally and arrange neatly to facilitate tracing of circuits.

C. Use Panduit, or equal, wiring ducts where possible, and provide a minimum of 20 percent spare space. Run ac and dc in separate ducts.

D. Use plastic wiring wraps to bundle wires outside of ducts. Secure to panel steel at maximum 12-inch intervals. Bundle ac and dc separately.

E. Provide Brady, or equal, wire markers to identify each wire at both the terminal block and the device, i.e., at both ends.

F. Terminal Blocks:

1) Factory assembled on a Din rail or suitable mounting channel.
2) Provide a minimum of 25 percent spare terminals on each strip. In addition, provide terminal blocks for terminating spare wires being installed on this project.
3) Continuous marking strip.
4) Separate terminal for each shield wire.

5) Reserve one side of each strip for incoming field wiring. Do not make common connections and jumpers required for internal wiring on the field side of the terminal.
6) Do not terminate more than two wires under any one terminal.
7) Provide separate terminal blocks for ac and dc wiring respectively.
8) Space terminal block strips no closer than 4 inches center to center.
9) Control terminal blocks shall be Phoenix Contact Type UK5, or approved equal.
10) Fused terminal blocks shall be Phoenix Contact Type UK6, 3-HESI, or approved equal.
11) Power terminal blocks shall be Square D Class 9080, Type K, or approved equal.
12) Power fuse blocks shall be Square D Class 9080, Type FB, or approved equal.
13) Power distribution blocks shall be Square D Class 9080, Type LB, or approved equal.

J. Grounding:

1) Provide one ground bus for signal grounds and one for equipment grounds.
2) Provide each bus with grounding lugs for connection to the external grounding system.
3) Overload: 15% for 2 minutes.
4) Waveform: Step sine wave with count peak and RMS.
5) Frequency: 60 Hz., +/-0.6 Hz.

2.08 SURGE PROTECTION

A. Surge protection shall be provided for control circuits and analog measurement loops. Protection shall be MCG Electronics, Innovative Technologies, or approved equal complying with the following specifications.

B. Provide a 120 Volt surge protection unit on the control power wiring in the MCP. Protector shall be MGC Model 416, or equal, with the following features:

1) Clamp response - Less than 1 nanosec.
2) Automatic reset after transient has passed.
3) 25 Amp, 120 Volt continuous current and voltage rating.
4) Energy Absorption - 480 joules.
5) Clamp voltage - 220 V impulse, 250V ringwave.
6) Filter Attenuation - 30kHz -20db; 300kHz -40db; 1mH -60db.

C. Provide surge protection on the 24Vdc instrumentation circuits. Protection shall be MCG Electronics Type DLC, or approved equal.

2.09 INSTRUMENT AND CONTROL PANEL IDENTIFICATION

A. All devices on the panel are to be permanently identified. The device designations are to agree with those shown on the drawings. Each device is to be provided with permanent type identifying nameplate. Nameplates, unless specified otherwise,

are to be approximately one inch by four inches, constructed of black and white laminated phenolic material having engraved letters approximately 1/4 inch high extending through the black face into the white layer. Nameplates, where specified, may be omitted if nameplate description of approximately the same dimension is more convenient and suitable located on the instrument door or face. Nameplates located on the panel face are to be secured with two brass screws. Nameplates, which are mounted on the outside of an enclosure, exposed to weather, are to be adhesive backed type.

2.10 OPERATION AND MAINTENANCE MANUALS

A. Provide six (6) copies of operation and maintenance manuals containing the following information:

1) Wiring diagrams.
2) Panel face layout to scale.
3) Interior layout to scale.
4) Operation and maintenance instructions on the instruments supplied with the panel.

PART 3: EXECUTION

3.01 SHIPMENT AND STORAGE

A. Cabinets are to be prepared for shipment in weatherproof and crush-proof containers.

B. Handling of cabinets is to be accomplished with extreme care, especially after removal from shipping containers.

C. Cabinets to be stored in covered storage protected from the weather, dust and possible damage when handling other equipment.

3.02 TESTING

A. Cabinet wiring shall be factory tested prior to shipment to the site. A test certification shall be furnished with the cabinet and as part of the submittal data.

3.03 INSTALLATION

A. Cabinets are to be installed in the locations shown on the Plans.

B. All wiring is to be connected as shown on Plans and all systems are to be thoroughly checked out.

END OF SECTION

ITEM NO. SS03013 – SPECIAL SPECIFICATION
REPAIR OF EXISTING CONCRETE STRUCTURE

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the following:
   1. Removal of damaged concrete and subsequent patching.
   2. Epoxy crack injection.

1.2 ESTIMATED QUANTITIES AND UNIT PRICES

A. For certain portions of this work, a Schedule of Estimated Quantities is included on the drawings.

B. For work in actual quantities greater or lesser than those shown in the Schedule of Estimated Quantities, adjustments in the Contract Amount will be made on the Unit Prices included in the Contract Agreement.

1.3 SUBMITTALS

A. For each type of product:
   1. Product Data
   2. Material Certificates
   3. Product Test Reports

B. Installer (and Worker) Qualifications. To be submitted along with Bid tendered for consideration in Contract Award Process.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: The manufacturer of the specified products shall have in existence a recognized ongoing quality assurance program independently audited on a regular basis.

B. Installer Qualifications: Installers of specified repair materials must be trained and approved by the manufacturers of the various products employed in the work. Installers must obtain prior approval by Owner and Engineer after their review of a written submittal of the following information, as a minimum:
   1. Installer's (including workers performing the work) qualifications and experience in work of a similar nature.
   2. A listing of recent projects, along with the names, addresses, and telephone numbers of project owners.
   3. Current letter from the local representative of the manufacturer of the repair materials certifying their approval and acceptance of the installer and workers as knowledgeable and quality installers of their product.

PART 2 – PRODUCTS

2.1 MATERIALS, GENERAL

A. Delivery, Storage, and Handling: Deliver in original, unopened containers with manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately. Consult Material Safety Data Sheets for complete handling recommendations.

B. Source Limitations: Obtain each color, grade, finish, type of product from a single source with resources to provide products of consistent quality appearance and uniform physical properties.

C. VOC Limitations: Provide materials that comply with VOC limitations of authorities having jurisdiction.

2.2 EPOXY BONDING AGENTS

A. Epoxy Bonding Agent shall be a manufactured product consisting of water-sensitive epoxy adhesive, portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on exposed reinforcing steel.

B. "Armatec 110 EpoCem", by Sika Corporation, is pre-approved bonding agent for this project.

2.3 PATCHING MORTAR - GENERAL

A. Patching mortar for patching damaged and spalled concrete surfaces shall be a polymer- modified, portland cement mortar.

B. "SikaRepair SHB with Latex R", as manufactured by Sika Corporation, is pre-approved patching mortar for hand application of patching mortar.

C. "Sikacrete 211 SCC ", as manufactured by Sika Corporation, is pre-approved patching mortar for form and pour application of patching mortar.

2.4 GROUT

A. Conforming to ASTM C1107, pre-packaged, non- metallic, non-staining grout, of consistency required for grouting operations.

1. "SikaGrout 328", as manufactured by the Sika Corporation, is pre-approved grout for this project.
2. Minimum compressive strength:
   a. 6,000 psi at 3-days
   b. 8,000 psi at 28-days

2.5 EPOXY CRACK INJECTION MATERIALS

A. Crack injection material shall be a two-component, 100% solids, moisture tolerant, epoxy adhesive. It shall be a low viscosity, high strength adhesive especially formulated for grouting both dry and damp cracks by gravity feed or pressure injection of cracks in structural concrete.

B. Capping adhesive for sealing cracks and porting devices shall be a two-component epoxy resin compatible with the crack injection material.

C. Porting Devices: As supplied by manufacturer of the pressure injection equipment.

D. "Sikadur 52 Injection Resin" and "Sikadur Hi-Mod Gel" capping adhesive, as manufactured by the Sika Corporation, are pre-approved epoxy-injected crack repair materials for this project.

PART 3 – EXECUTION

3.1 EXAMINATION OF EXISTING CONDITIONS

A. In addition to repair locations shown on the drawings, locate other areas of deteriorated concrete using appropriate sounding methods to mark boundaries.

B. Mark areas for removal by simplifying and squaring off boundaries. At walls, make boundaries level and plumb for improved appearance.

3.2 PREPARATION

A. Provide and maintain temporary shoring, bracing, and structural supports required to preserve stability of surrounding structure, and to prevent unexpected collapse or movement of the portion of the structure being removed or demolished.

B. Protect persons, autos, surrounding surfaces of structure being repaired, building site and surrounding buildings from harm resulting from repair work.
   1. Protect floors and other surfaces along haul routes from damage, wear, and staining.
   2. Contain dust and debris generated by repair work. Prevent it from reaching the public or adjacent spaces.
   3. The Contractor shall be responsible for repair or replacement of any

adjacent surfaces and construction elements that are damaged by his operations.

C. Comply with each product's manufacturer's written instructions for precautions and protections.

D. Concrete Removal:
   1. Saw-cut perimeters of areas to be repaired to a depth of at least 1 inch, but no deeper than the cover on the concrete reinforcement. Make cuts perpendicular to the concrete surfaces.
   2. Remove deteriorated concrete by breaking up and dislodging from reinforcement.
   3. Where half or more of the perimeter of the reinforcing bar is exposed, or the bar is corroded, remove concrete from the bar to a clearance of at least 1 inch around the bar.
   4. Test areas around the repair area to ensure that all unsound or unbounded concrete has been removed.
   5. Provide roughened surfaces to receive and bond with the repair materials.
   6. Thoroughly clean the repair areas of loose concrete, dust, and debris.

3.3 APPLICATION

A. General: Comply with product manufacturer's written instructions and recommendations for application of product, including surface preparations.

B. Patching Mortar:
   1. Thoroughly coat concrete surfaces and exposed reinforcing steel with epoxy bonding agent. Apply mortar while epoxy is till tacky. If epoxy dries, recoat before applying patching mortar.
   2. Hand Application: Apply mortar by hand troweling toward edges of patch to force intimate contact with edge surfaces. At exposed reinforcing steel, force patching mortar to fill spaces behind bars by compacting with trowel from sides of bars.
   3. Form and Pour Application: Set form and chip box for pour box. Install vent ports. Apply release agent to form material. Anchor form securely and seal around edges. Fill with water to check for water tightness. Vibrate form while pouring mortar, sealing vent ports as forms fills. Strip form when appropriate.
   4. Finish patched surfaces to match adjacent surfaces.
   5. Cure patched areas for a minimum of 7 days.

C. Epoxy Crack Injection
   1. Clean areas that are to receive capping adhesive of substances that would

interfere with bond, and clean cracks with oil-free compressed air or low-pressure water to remove loose particles.

2. Application by Pressure Injection
   a. Place injection ports as recommended by the epoxy manufacturer, spacing no further apart than the thickness of the member being injected. For members open on both sides, provide ports on opposite sides at staggered elevations.
   b. Seal injection ports and cracks at exposed surfaces with capping adhesive at least 1/4 inch thick and 1inch wider than the crack.
   c. Inject cracks wider than 0.003 inches to full depth.
   d. Inject epoxy adhesive, beginning at the widest part of the crack and working toward narrower parts. Inject adhesive into ports until refusal, capping adjacent ports when the extrude epoxy. Cap injected ports and inject through adjacent ports until the crack is sealed.
   e. After epoxy has set, remove injection ports and fill openings with repair mortar. Grind surfaces smooth for 6 inches each side of crack.
3. Application by Gravity Feed
   a. Vee-notch the surface of the crack with a mechanical router or hand chipping tool to a maximum width of 1/4”. Clean cracks with oil-free compressed air or low-pressure water to remove loose particles.
   b. Place the mixed epoxy resin into the vee-notched crack. Replenish the reservoir with the mixed epoxy resin until the crack is completely sealed.
   c. After epoxy has set, grind surfaces smooth.

END

PART 1 - GENERAL

1.1 SUMMARY

A. Work Included: Provide factory-fabricated floor access doors.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product data.

B. Shop Drawings: Submit shop drawings including profiles, accessories, location, adjacent construction interface, connectors into existing or new concrete, and dimensions.

C. Warranty: Submit executed copy of manufacturer's standard warranty.

1.3 QUALITY ASSURANCE

A. Manufacturer: A minimum of 5 years experience manufacturing similar products.

B. Installer: A minimum of 2 years experience installing similar products.

C. Manufacturer's Quality System: Registered to ISO 9001 Quality Standards including in-house engineering for product design activities.

1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver products in manufacturer's original packaging. Store materials in a dry, protected, well-vented area. Inspect product upon receipt and report damaged material immediately to delivering carrier and note such damage on the carrier's freight bill of lading.

1.5 WARRANTY

A. Manufacturer's Warranty: Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of twenty-five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Basis-of-Design Manufacturer: Type JD-AL H20 Channel Frame Loading Access Door by The BILCO Company, P.O. Box 1203, New Haven, CT 06505, 1-800-366-6530, Fax: 1-203-535-1582, Web: www.bilco.com.

2.2 ACCESS DOOR

A. Furnish and install where indicated on plans access door Type JD-AL H20, size: width 6 feet x length 6 feet. Length denotes hinge side. The floor access door shall be double leaf and pre-assembled from the manufacturer.

B. Performance characteristics:

1. Covers: Shall be reinforced to support AASHTO H-20 wheel load with a maximum deflection of 1/150th of the span. Manufacturer to provide structural calculations stamped by a registered professional engineer upon request. (Note: For installation in an off-street location where not subject to high density, fast moving traffic.)
2. Operation of the covers shall be smooth and easy with controlled operation throughout the entire arc of opening and closing.
3. Operation of the covers shall not be affected by temperature.
4. Entire door, including all hardware components, shall be highly corrosion resistant.

C. Covers: Shall be 1/4” (6mm) aluminum diamond pattern.

D. Frame: Channel frame shall be extruded aluminum with bend down anchor tabs around the perimeter. Special stainless steel anchors shall be used to connect to existing concrete structure if required.

E. Hinges: Shall be specifically designed for horizontal installation and shall be through bolted to the cover with tamperproof Type 316 stainless steel lock bolts and shall be through bolted to the frame with Type 316 stainless steel bolts and locknuts.

F. Drain Coupling: Provide a 1-1/2” (38mm) drain coupling located in the right front corner of the channel frame.

G. Lifting mechanisms: Manufacturer shall provide the required number and size of compression spring operators enclosed in telescopic tubes to provide, smooth, easy, and controlled cover operation throughout the entire arc of opening and to act as a check in retarding downward motion of the cover when closing. The upper tube shall be the outer tube to prevent accumulation of moisture, grit, and debris inside the lower tube assembly. The lower tube shall interlock with a flanged support shoe fastened to a formed 1/4” (6mm) gusset support plate.

H. A removable exterior turn/lift handle with a spring loaded ball detent shall be provided to open the cover and the latch release shall be protected by a flush, gasketed, removable screw plug.

I. Hardware:

1. Hinges: Heavy forged Type 316 stainless steel hinges, each having a minimum 1/4” (6mm) diameter Type 316 stainless steel pin, shall be provided and shall pivot so the cover does not protrude into the channel frame.
2. Covers shall be equipped with a hold open arm which automatically lock each cover in the open position.
3. Covers shall be fitted with the required number and size of compression spring operators. Springs and spring tubs shall be Type 316 stainless steel.
4. A Type 316 stainless steel snap lock with fixed handle shall be mounted on the underside of the covers.
5. Hardware: Shall be Type 316 stainless steel throughout.

J. Finishes: Factory finish shall be mill finish aluminum with bituminous coating applied to the exterior of the frame.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and openings for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install products in strict accordance with manufacturer's instructions and approved submittals. Locate units level, plumb, and in proper alignment with adjacent work.

1. Test units for proper function and adjust until proper operation is achieved.
2. Repair finishes damaged during installation.
3. Restore finishes so no evidence remains of corrective work.

3.3 ADJUSTING AND CLEANING

A. Clean exposed surfaces using methods acceptable to the manufacturer which will not damage finish.

END OF SECTION

ITEM NO. SS08311 – SPECIAL SPECIFICATION
FALL PROTECTION GRATING
(For Floor Access Doors)

PART 1 - GENERAL

1.1 SUMMARY

A. Work Included: Provide factory-fabricated floor access doors.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product data.

B. Shop Drawings: Submit shop drawings including profiles, accessories, location, adjacent construction interface, and dimensions.

C. Warranty: Submit executed copy of manufacturer's standard warranty.

1.3 QUALITY ASSURANCE

A. Manufacturer: A minimum of 5 years experience manufacturing similar products.

B. Installer: A minimum of 2 years experience installing similar products.

C. Manufacturer's Quality System: Registered to ISO 9001 Quality Standards including in-house engineering for product design activities.

1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver products in manufacturer's original packaging. Store materials in a dry, protected, well-vented area. Inspect product upon receipt and report damaged material immediately to delivering carrier and note such damage on the carrier's freight bill of lading.

1.5 WARRANTY

A. Manufacturer's Warranty: Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of twenty-five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Basis-of-Design Manufacturer: Type FPG - Fall Protection Grating System by The BILCO Company, P.O. Box 1203, New Haven, CT 06505, 1-800-854-9724, Fax: 1-203-535-1582, Web: www.bilco.com.

2.2 FALL PROTECTION GRATING SYSTEM

A. Furnish and install on vault access doors, where indicated on plans, fall protection grating system. Door manufacturer shall install the grating system when the door is fabricated or field install (by others) on existing doors already in use. If field installation is necessary, grating system shall be installed per the manufacturer's instructions.

B. Performance characteristics:

1. Grating panel(s) shall be high visibility safety yellow in color.
2. Grating panel(s) shall lock automatically in the full open position.
3. Grating system shall have a twenty-five year warranty.
4. Grating panel(s) shall have a provision for locking to prevent unauthorized opening.

C. Grating: Panels shall be aluminum with a powder coat paint finish and designed to meet OSHA OSHA 29 CFR 1926.502(c) requirements for fall protection.

D. Hold open feature: A Type 316 stainless hold open device shall be provided to lock the cover in the fully open 90 degree position.

E. Hardware: All hardware shall be Type 316 stainless steel.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and openings for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install products in strict accordance with manufacturer's instructions and approved submittals. Locate units level, plumb, and in proper alignment with adjacent work.

1. Test units for proper function and adjust until proper operation is achieved.
2. Repair finishes damaged during installation.

3. Restore finishes so no evidence remains of corrective work.

3.3 ADJUSTING AND CLEANING

A. Clean exposed surfaces using methods acceptable to the manufacturer which will not damage finish.

END OF SECTION

SPECIAL SPECIFICATION
SS15100 WASTEWATER VALVES

PART 1: GENERAL

1.1 Scope of Work

Furnish and install wastewater valve(s) as specified herein and as shown on plans.

1.2 Related Specifications

Item No. 510, “Pipe.”

SS90600 High Performance Coatings

SS16701 Control Loop Descriptions

1.3 Applicable Standards and Specifications

ANSI, AWWA C-500 (current), AWWA C-508 (current), ANSI B16, ISO12944

1.4 Acceptable Manufacturers

A. Plug valves shall be Clow, Milliken, or approved equal.

B. Gate Valves shall be Crane, Mueller, or approved equal.

C. Electric motor operators shall be Rotork, Auma, or Limitorque.

1.5 Submittals

A. Submittals

Submit drawings, specifications, and other information as required to show the materials of construction, method of operation, recommended spare parts, laying length, and other critical dimensions.

B. Operation and Maintenance Manuals

The contractor shall submit the following information for approval by the Engineer and Owner prior to equipment start-up.

1. Assembly, installation, alignment, adjustment, and checking instructions.
2. Lubrication and maintenance instructions.

3. Guide to "trouble shooting".
4. Parts list and predicted life for parts subject to wear. Parts list should also list part numbers.
5. Recommended spare parts list.
6. Certified dimensional drawings.
7. Sectional Drawings showing arrangement of internal components.

1.6 Warranty

The valve Manufacturer is to warrant all equipment provided under this specification for a minimum of one year following final acceptance against faulty or inadequate design, improper assembly and erection, defective workmanship and materials, and leakage, breakage, or other failure.

1.7 Manufacturer Services

Furnish the services of a factory representative for one 8-hour day that has complete knowledge of proper installation, startup and operation of the plug valves and electric actuators, to inspect the final installation and supervise a test of the units. This day is in addition to the time required for operation and maintenance training and other services as required in Section 01650 “Facility Startup/Commissioning”. If there are difficulties in operation of the equipment due to the manufacturer’s fabrication or Contractor’s installation, additional service shall be provided at no additional cost to the Owner.

PART 2: PRODUCT

2.1 General

Detailed in this specification are the design and construction of valves and actuators suitable for domestic sewage service.

2.2 Construction and Materials

A. Eccentric Plug Valve

Plug Valves shall be non-lubricated with a resilient faced eccentric plug encapsulated with Buna N rubber and have a cast iron body and stainless steel seat rings. Pressure rating shall be not less than 50 psi. Valves shall have bolted bonnet with adjustable packing seals. Valves shall have spur gear actuator and an electric motor operator. Components shall withstand without damage a pull of 200 pounds on the hand wheel. All gearing shall be totally enclosed. Valves shall be flanged with flange dimension facing and drilling conforming to ANSI B16.1. Valves 6 inches and smaller shall have a rectangular port. Eccentric plug valves shall be installed as indicated in the drawings.

Valves shall be the products of a supplier with at least 10 years of successful experience in the design, manufacturing and application of valves of the type, size, and performance capabilities specified. Supplier shall maintain a quality assurance system. If requested, the equipment supplier shall submit a list of operating installations in the United States involving equipment of similar size and application.

B. Gate valves (2-1/2 inches and smaller)

Gate Valves shall be stainless steel, non-rising stem with wedge disc and screwed ends for 300-psi W.O.G. working pressure. The non-rising stem shall be stainless steel with inside screw. Shaft seal shall employ O-rings or V-type packing. Operators shall turn counterclockwise to open the valve. Gate valves shall be installed as indicated in the drawings

C. Electric Motor Operators

The valve operators shall be of the reversible motor type. The rated torque capacity of each operator shall be sufficient to seat, unseat, and rigidly hold in any position the valve that is controlled under the operating conditions. Operators must be suitable for indoor and outdoor use with a standard corrosivity category, C4 high durability as per ISO 12944. The actuator must be capable of functioning in an ambient temperature ranging from -30°C (-22°F) to +70°C (+158°F), up to 100% relative humidity.

The motor must be an integral part of the actuator, designed specifically for valve actuator applications. The motor shall be a low inertia, high torque design and class F insulated. Resulting in class B temperature rise with a time rating of 15 minutes at 40°C (104°F) at an average load of at least 33% of maximum valve torque. Temperature shall be limited by thermostat device embedded in the motor end windings and integrated into the actuator control. Electrical and mechanical disconnection of the motor shall be possible without draining the lubricant from the actuator gearcase. The actuator shall include a device to ensure that the motor runs with the correct rotation for the required direction of valve travel irrespective of the connection sequence of the power supply.

The reversing starter, control transformer and local controls must be integral to the valve actuator and suitably housed to prevent breathing and condensation. The starter shall be suitable for 1,200 starts per hour.

Operators shall be equipped with an auxiliary handwheel to provide for actuation of the valve in the event of a power failure. The handwheel shall have a clutch so that it will not turn during normal operation of the valve. The clutch shall lockout the motor so that it will not engage when the wheel is

turning. The actuator display must include a dedicated numeric/symbol digital position indicator displaying valve position from fully open to fully close in 0.1% increments.

The actuator must incorporate local controls for Open, Close and Stop operation and a Local/Stop/Remote mode selector switch. Mode selection must be lockable in any one of the following three positions: local control plus local stop only, stop (no electrical operation), remote control plus local stop only. It must be possible to select maintained or non-maintained local control. The local controls shall be arranged so that the direction of valve travel can be reversed without the necessity of stopping the actuator. The local controls and display shall be rotatable through increments of 90 degrees to suit valve and actuator orientation. The actuators are to be controlled with discrete input/outputs and 4-20 mA analog input/outputs. Digital, 2-wire valves are not allowed.

2.3 Functional Requirements

A. Pump Control Valve

The discharge line from each pump shall be fitted with a 12-inch eccentric plug valve and electric motor operator that will act as a modulating pump control valve to maintain a constant pressure. The pump control valves shall be equipped with a mechanical stop that maintains the valve at a minimum 8% open position when the pump is off. Refer to SS16701 Control Loop Descriptions.

B. Drain Valve

The discharge line shall be fitted with a 6-inch eccentric plug valve and electric motor operator that will act as a modulating drain valve to drain the force main. Refer to SS16701 Control Loop Descriptions.

C. Gate Valve

Gate valves shall be installed on each pressure gauge/manual blow off assembly as indicated in the drawings.

2.4 Tools, Spare Parts, and Accessories

A. Tools

Any special tools required for maintenance shall be provided by the manufacturer.

B. Spare Parts

Any spare parts recommended by the manufacturer shall be provided.

C. Hardware

All hardware shall be 316 stainless steel.

PART 3: EXECUTION

3.1 Factory Inspection and Testing

Not applicable.

3.2 Field Installation and Testing

A. Field Installation

All items furnished under this section shall be installed in accordance with manufacturer's recommendations. Items shall be installed with proper support and shall not carry any weight on adjacent piping.

B. Field Testing

All items shall be adjusted and tested for proper operations. All shaft seals shall be checked for leakage and adjusted as required.

C. Field Coating

Valves shall be coated in accordance with Special Specification 90600 High Performance Coatings.

3.3 Storage and Handling

At all times Contractor shall take such precautions as may be necessary to properly protect all materials and equipment from damage from the time of delivery until the completion of the work.

3.4 Equipment Protection and Restoration

A. All equipment must be boxed, totally enclosed with plastic sheet covering and crated, or otherwise completely enclosed and protected during shipment, handling, and storage.

B. All equipment shall be protected from exposure to the elements and shall be kept thoroughly dry at all times.

C. Painted surfaces shall be protected against impact, abrasion, discoloration, and other damage during shipment. Final painting shall be in accordance with Special Specification 90600 High Performance Coatings.

D. All painted surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of the Engineer.

3.5 Measurement and Payment

No separate measurement or payment for work performed under this Section. Include cost of same in Contract price bid for work of which this is a component part.

SPECIAL SPECIFICATION
SS90600 HIGH-PERFORMANCE COATINGS

SS90600.1 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to apply protective coatings to material and equipment as specified herein, including the preparation of surfaces prior to application of coatings.

B. Protective coatings are special coatings to be used at specific locations or on specific surfaces as indicated herein.

C. Protective coatings must be applied to the following surfaces:

1. New ductile iron piping
2. New eccentric plug valves

D. The following must not be coated and must be protected from drips, overspray, etc. unless indicated otherwise

1. Stainless steel piping, materials and equipment
2. Galvanized steel piping, materials and equipment unless specifically indicated to be coated.
3. Aluminum materials and equipment
4. Interior electrical items

E. Contain, treat, and dispose of any dust, spray, drainage, or spillage resulting from coating operations. It is the Contractor's responsibility to determine if the materials to be disposed of are classified as Hazardous Waste. Disposed of waste, hazardous or otherwise, must be in accordance with applicable regulations. Contractor must be aware of and understand the regulations concerning disposal of waste generated by coating operations.

SS90600.2 QUALITY ASSURANCE

A. Acceptable Manufacturers: Products which comply with the Contract Documents and are manufactured by the following companies will be acceptable:

1. Tnemec Company, Inc.
2. Carboline.
3. PPG Protective & Marine Coatings.
4. The Sherwin-Williams Company.
5. Akzo Nobel / International Paint, LLC.
6. ICI Devoe High Performance Coatings.
7. Plasite Protective Coatings.

It is desired that the paint products be furnished by as few manufacturers as possible to meet the requirements of the Specifications. Coating products of

the same type must be supplied by the same manufacturer. Do not mix products from different sources.

B. Applicator's Qualifications: Applicators must be qualified in this line of work and have a minimum of 5 years of experience in the application of the protective coatings of the types specified herein. Submit a list of recent projects and names of references for those projects.

C. Product Quality:

1. Use only the coatings specified in this Section. Use only those thinners and solvents recommended by the manufacturer, only in the amounts necessary to produce the manufacturer's recommended spreading rate, and in amounts not exceeding the maximum quantities stated in the manufacturer's literature.
2. The coating material must not show excessive settling in a freshly opened full can and must be easily re-dispersed with a paddle to a smooth, homogeneous state. It must show no curdling, livering, caking, or color separation and must be free of lumps or skim surfaces.

D. Inspection:

1. Inspect and provide substrate surfaces prepared in accordance with the Contract Documents and the printed directions and recommendations of paint manufacturer whose product is to be applied.
2. Provide Engineer minimum 3 days' notice prior to start of surface preparation work or coating application work.
3. Perform Work only in the presence of Engineer, unless Engineer grants prior approval to perform such Work in Engineer's absence. Approval to perform Work in the Engineer's absence is limited to the current day unless specifically noted to extend beyond the completion of the work day.
4. Inspection by the Engineer, or the waiver of inspection of any particular portion of the Work, must not be construed to relieve the Contractor of responsibility to perform the Work in accordance with the Contract Documents.
5. Contractor is solely responsible for testing for this Section, at no further cost to the Owner. Engineer may also make such tests if it is considered necessary. Cooperate with the Engineer, providing equipment, scaffolds, and other equipment as requested by the Engineer.

E. Testing Equipment: Furnish the testing apparatus necessary for testing coatings, including the following:

1. One set of U.S. Department of Commerce thickness calibration plates, certified by the National Bureau of Standards, to test dry film thickness.
2. Wet-film thickness gauges. Give one to Owner's representative. Each painter must keep one to test paint as it is applied.
3. One electronic dry-film thickness gauge capable or measuring 0-200 mils with calibration standards approved by the Bureau of Standards.

4. One Elcometer 319 Dewpoint Meter or approved equal.
5. One Tinker and Rasor Model M 1 Holiday Detector and recommended wetting agent and/or High Voltage Holiday Detector if required for coating thickness specified.
6. One set of SSPC-VIS 1, 3 and 4 - Visual Standards as applicable.

F. Testing Reports: Submit an inspection report for each coating applied on the Project. The testing report must be completed on a form furnished by the Engineer and must bear the signature of the Contractor and the Owner's representative.

SS90600.3 SUBMITTALS

A. Submittals must be in accordance with Section 01300 "Submittals."

B. The following Product Data for products, including manufacturer's data sheets, are due prior to ordering coating and surface preparation materials:

1. Coating manufacturer's color selection literature for coating materials and caulk.
2. Sample warranty document for products.
3. Provide certification from the manufacturer that all coatings will not contain more than 0.06 percent by weight of lead in the cured coating for each coat applied.
4. Coating manufacturer's Product Information and Safety Data Sheets (SDS) for each coating and caulk material. Product Information must include the following:
   a. The manufacturer's published instructions for use in specifying and applying all proposed coatings.
   b. Application instructions written and published by the coating manufacturer.
   c. All anticipated limitations, precautions and requirements that may adversely affect the coating, that may cause unsatisfactory results after the application or that may cause the coating not to serve the purpose for which it was intended, must be clearly and completely stated in the instructions. Limitations and requirements must include, but are not necessarily limited to the following:
      1) Surface preparation.
      2) Method(s) of application.
      3) Thickness of each coat (maximum and minimum DFT).
      4) Drying and curing time of each coat.
      5) Time (minimum and maximum) allowed between coats.
      6) Thinner and use of thinner.
      7) Proper mixing of coating before application.
      8) Weather limitations during and after application (temperature and humidity, time weighted).

9) Physical properties of coating, including percent solids content by volume.
10) Equipment settings (air cap, fluid tip, equipment pressure settings, etc.).
11) Pot life at various temperature and humidity conditions.
12) Provide documentation that interior coating system is compatible with the cathodic protection system.

C. The following samples are required prior to ordering the materials:

1. Three samples of selected exterior finish colors for approval on 6-inch by 6-inch swatches. Label each swatch with the manufacturer's name, coating name/type, color name and number.

D. The following Product Data is required prior to coating work:

1. Coating Plan:
   a. Anticipated coating process schedule by date, including dates when hold-point inspections are anticipated. Schedule must indicate detailed activities on a daily basis.
   b. Detailed procedures and schedule for all pre-cleaning, surface preparation and application of coating, including touch-up and repair procedures for all coating systems.
   c. Recoat schedule on the submitted coating materials.
   d. Data sheets must include curing characteristics and recommendations regarding complete coating curing.
   e. Provide a written plan documenting how spent cleaning debris and/or paint over spray or droplets will be contained/confined to the jobsite during the surface preparation and coating application operations. Reasonable care must be exercised by the Contractor to prevent damage, nuisance, or hazardous conditions to adjacent or nearby property Owners. Include all materials and method to be used for protection of exterior surfaces, and allow for recovery and disposal of paint scraps and blast media.
2. Provide documentation on proposed containment system methods for blasting and coating operations.
3. Contractor must submit evidence of notification of the appropriate office of the Texas Commission on Environmental Quality (TCEQ) prior to abrasive blasting as required. Submit copies of any obtained permits.
4. Coating Manifest - Within 48 hours of coating delivery to the jobsite, the Contractor must record the batch number stamped on each coating container and submit a typed list to the Owner's representative. Minimum information required is listed below.
   a. Date of delivery to jobsite.
   b. Name and signature of superintendent recording the data.

c. List of batch number including corresponding coating identification, color, date of manufacture and volume of each container.

E. The following Certified Test Report(s) are required prior to coating work:

1. SDS sheets for all abrasive to be used on the Project.
2. Certification and laboratory test results indicating recycled metallic abrasive per SSPC-AB 2 or 4 and atomic absorption test results.

SS90600.4 STANDARDS

A. The applicable provisions of the following standards apply as if written here in their entirety. Adhere to the latest standards and codes published by the following organizations.

B. In the event of a conflict between the published standards, codes, and this Section, the more stringent requirement govern as interpreted by the Engineer.

1. NSF International (NSF) / American National Standards Institute (ANSI):

NSF/ANSI Standard 61	Drinking Water System Components – Health Effects

2. ASTM International (ASTM):

ASTM D523	Standard Test Method for Specular Gloss
ASTM D610	Standard Test Method for Evaluating Degree of Rusting on Painted Steel Surfaces
ASTM D2244	Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates
ASTM D3359	Standard Test Methods for Rating Adhesion by Tape Test
ASTM D4214	Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films
ASTM D4258	Standard Practice for Surface Cleaning Concrete for Coating
ASTM D4259	Standard Practice for Abrading Concrete
ASTM D4260	Standard Practice for Liquid and Gelled Acid Etching of Concrete
ASTM D4263	Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method
ASTM D4285	Standard Test Method of Indicating Oil and Water in Compressed Air
ASTM D4417	Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
ASTM D4541	Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester
ASTM D4787	Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates
ASTM D5162	Standard Practice for Discontinuity (Holiday) Testing of Nonconductive Protective Coating on Metallic Substrates
ASTM D6386	Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting
ASTM D7234	Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Pull-Off Adhesion Testers

ASTM D7682	Standard Test Method for Replication and Measurement of Concrete Surface Profiles Using Replica Putty
ASTM E337	Standard Practice Test Method for Measuring Humidity with a Psychrometer (the Measurement of Wet- and Dry-Bulb Temperatures)
ASTM F1869	Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride

3. AWWA (American Water Works Association):

AWWA C210	Liquid-Epoxy Coating and Linings for Steel Water Pipelines
AWWA C222	Polyurethane Coatings and Linings for Steel Water Pipe and Fittings

4. Consumer Product Safety Act, Part 1303.
5. Environmental Protection Agency (EPA).
6. International Concrete Repair Institute (ICRI)"

Technical Guideline No. 03732	Selecting and Specifying Concrete Surface Preparation for Coatings, Sealers and Polymer Overlays
Standard 310.2	Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays and Concrete Repair with CSP Chips

7. NACE International (National Association of Corrosion Engineers):

NACE TPC2	Coating and Lining for Immersion Service: Chapter Safety, Chapter 2 Surface Preparation, Chapter 3 Curing, and Chapter 4 Inspection
NACE SP0178	Design Fabrication, and Surface Finish Practices for Tanks and Vessels to be Lined for Immersion Service
NACE SP0188	Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates
NACE SP0178	Surface Finishing of Welds Prior to Coating; Weld Replica Only to be used with NACE SP0178
NACE RP0287	Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surfaces Using a Replica Tape

8. National Association of Pipe Fabricators (NAPF):

NAPF 500-03	Surface Preparation Standard for Ductile Iron Pipe and Fittings in Exposed Locations Receiving Special External Coatings and/or Special Internal Linings

9. OSHA (Occupational Safety & Health Administration):

1915.35 Standards - 29 CFR	Painting
1926.62 Standards - 29 CFR	Lead

10. The Society for Protective Coatings (SSPC):

SSPC-VIS 1	Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning
SSPC-VIS 3	Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning
SSPC Vol. 1	Good Painting Practices
SSPC-AB 1	Mineral and Slag Abrasives

SSPC-AB 2	Cleanliness of Recycled Ferrous Metallic Abrasives
SSPC-AB 3	Ferrous Metallic Abrasives
SSPC-AB 4	Recyclable Encapsulated Abrasive Media in a Compressible Matrix
SSPC-SP 1	Solvent Cleaning
SSPC-SP 2	Hand Tool Cleaning
SSPC-SP 3	Power Tool Cleaning
SSPC-SP 11	Bare Metal Power Tool Cleaning
SSPC-SP I6	Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals
SSPC-PA 1	Shop, Field and Maintenance Painting of Steel
SSPC-PA 2	Determining Compliance to Required DFT
SSPC-PA 10	Guide to Safety and Health Requirements for Industrial Painting Projects
SSPC-PA 17	Procedure for Determining Conformance to Steel Profile/Surface Roughness/Peak Count Requirements
SSPC Guide 6 (CON)	Containment of Debris
SSPC Guide 12	Illumination of Painting Projects
SSPC Guide 15	Retrieval and Analysis of Soluble Salts

11. SSPC/NACE International Joint Standards:

SSPC-SP 5/NACE 1	White Metal Blast Cleaning
SSPC-SP 6/NACE 3	Commercial Blast Cleaning
SSPC-SP 7/NACE 4	Brush - Off Blast Cleaning
SSPC-SP 10/NACE 2	Near - White Metal Blast Cleaning
SSPC-SP 13/NACE 6	Surface Preparation of Concrete

SS90600.5 DELIVERY AND STORAGE

A. Deliver coating products to the Site in original unopened containers, with manufacturer's label and batch number attached. Do not apply products until the Owner's field representative has approved the product for use.

B. Use one location at each site for the storage of coating products. Protect the floor from spills and other damage. Protect the products from extreme heat or cold. Keep containers covered. Keep the storage rooms clean of trash and debris. Dispose of oily or used rags daily. Under no circumstances will they be allowed to accumulate. Take precautions to prevent fires. The storage of flammable liquids must comply with the City, State, or other fire codes.

C. Storage of coatings and other products must be in accordance with the manufacturer's requirements. Coatings that have been damage or not stored properly must not be applied and must be removed from the jobsite.

D. All products and coatings that are not approved for the Project must be removed from the jobsite and must not be stored at the jobsite.

E. All materials must be delivered to the jobsite in original sealed containers with the date of manufacture and batch number stamped thereon by the coating

manufacturer. Materials are subject to random observations by the Owner's representative at the jobsite.

SS90600.6 ENVIRONMENTAL CONDITIONS

A. Do not apply coatings under conditions that are unsuitable for the production of good results. Remove trash and debris from enclosed buildings and thoroughly clean prior to application of coatings. Do not begin application of coatings in areas where other trades are working, or where construction activities result in airborne dust or other debris. Do not apply coatings in conditions which do not conform to the recommendations of the coatings manufacturer.

B. Coatings must only be applied when conditions fall within the parameters listed in the manufacturer's printed data.

C. Contractor must provide dehumidification equipment sized to maintain dew point temperature 5 deg. F or more above surface temperature of metal surfaces to be prepared and coated.

D. Do not apply any coatings when weather conditions are unfavorable. In the event that climatic conditions are not conducive for best results, postpone application of coatings until conditions conform to the manufacturer's recommendations and the provisions of this Section.

E. Do not apply coatings to a wet or damp surface in wet or damp weather conditions, or when there is dust in the air. Surfaces exposed to direct sunlight must be shaded by awnings or other protective devices while coatings are being applied, if recommended by coating manufacturer. When necessary, provide temporary heating devices of a type that produces no fumes or water vapor which will discolor the paint system.

F. Heating and Dehumidification:

1. Dehumidification equipment must be used to control the environment during surface preparation, rehabilitation, coating application and coating curing at no additional cost to the Owner, if acceptable environmental conditions cannot be met.

   If the Contractor cannot meet the required environmental conditions to apply the interior coating system per this Section and the coating manufacturer's written recommendations, Contractor will cease operations until approved dehumidification equipment has been provided and acceptable environmental conditions are achieved.

   If coating system is applied without dehumidification or in conditions not acceptable by this Section and by the coating manufacturer's written requirements, Contractor must fully remove coating system applied and replace per the Engineer's direction.

2. Contractor must furnish all labor, materials, equipment, fabrication and quality control inspections, and all other incidentals required to control and maintain the environment of the reservoir within the parameters stated in

this Section and must incorporate these and any other expenses into its bid.

3. The Owner reserves the rights, in the event the dehumidification equipment is not performing to the minimum requirements stated in this Section, to require the Contractor to modify and or add additional equipment to satisfy the conditions of this Section, at the sole cost to the Contractor.
4. It is the Contractor's responsibility to provide adequate dehumidification equipment to meet this specification and the coating manufacturer's requirements of this Section and coating manufacturer's requirements. The coating manufacturer's limits of surface temperature, inside air temperature and relative humidity requirements will govern, if more stringent than the requirements stated within this Section.

G. Forced Ventilation:

1. Provide continuous forced fresh air ventilation when working inside of containment systems or enclosed areas that are not openly vented from the beginning of surface preparation through final coating operations and coating curing.
2. Forced ventilation must be supplied per the recoat time required by the coating manufacturer and at least 48 hours after the final coat has been applied.
3. From the beginning of interior coating applications to until the coating system is cured, the Contractor must monitor the air for the lower explosion limit (LEL) as published in the coating manufacturer's product SDS.
4. Contractor is responsible for supplying, installing and maintaining the forced ventilation system.

H. Containment System:

1. Contractor must provide containment methods, either full or partial, which allows for the containment of the environmentally sensitive waste, dust and paint over spray that will be generated during the abrasive blasting and painting operation.
2. Minimum Containment for Field Surface Preparation:
   a. Provide a minimum SSPC Guide 6 (CON) Class 3A.D1.E3 containment system when dry abrasive blasting.
   b. Provide a minimum SSPC Guide 6 (CON) Class 2W containment system when wet abrasive blasting. All water must be contained and properly disposed of.
   c. Provide a minimum SSPC Guide 6 (CON) Class 2P.E3 containment system when power tool cleaning.
3. The ground surrounding the project area must be protected from all debris, emissions, dust, and other materials generated in the cleaning

operations with a minimum of two layers of polyethylene covered with plywood or the same material used for the perimeter containment system.

4. Containment is not required when blasting on the interior of a completely enclosed area (i.e. roof is in place) as long as no visible emissions are created.
5. The Contractor must ensure that no spent cleaning/blasting debris, dust, overspray, coating droplets, or emissions of any kind, escape to the atmosphere, or to adjacent buildings, private property, work sites, parking lots, etc.
6. The Owner reserves the right to stop work or require containment, additional containment or different containment methods if the Contractor's operations create a nuisance beyond the site property line in the sole opinion of the Owner, the Engineer, the Owner's representative, any regulatory agency, or neighbor. All costs of providing an adequate containment system must be included by the Contractor in the Base Bid.
7. Contractor will be responsible for all materials that are used and for any apparatus used to contain dust emissions, debris, overspray, and coating droplets. The containment system attachments to existing or proposed structures must be designed by a professional engineer, licensed in the state where the Project is located, not to impose excessive loading on the structure. Contractor must submit the designed and sealed details of the containment system on the structure.
8. Any damage to the structure(s) as a direct or indirect result of the containment system must be repaired or sections replaced by the Contractor at no additional cost to the Owner. Neither the Owner, nor the Owner's Engineer, assumes any responsibility for the structural ability of the structure to support the containment system.
9. If tarps are used as part of the containment system, the tarps must be an impervious, solid, flame-resistant material, reinforced with a fiber mesh and must allow as much light as possible to pass through the material.

I. Visible Emissions:

1. Contractor must control visible emissions and releases while dust producing activities are underway.
2. Visible emissions more than SSPC Guide 6, Level 1 (1 percent of the workday or 5 minutes in an 8-hour shift) are unacceptable. Sustained emissions of more than 1 minute, regardless of the total time of emissions for the day is unacceptable. If unacceptable emissions are observed, Contractor must shut down immediately and correct the situation and clean up any debris generated from the release to the satisfaction of the Engineer before continuing work.

SS90600.7 WORKING CONDITIONS

A. Provide adequate lighting at any location that coatings are being applied or testing is performed. Illumination must be of sufficient intensity to achieve good results. Provide explosion-proof lighting when required.

B. Temporary ladders and scaffolds must conform to applicable safety requirements. Erect temporary scaffolds where needed to cover large areas. Provide ladders or scaffolding during testing procedures.

SS90600.8 WARRANTY/GUARANTEE

A. Protective coating must be guaranteed for a period of 2 years from the date of the Owner's acceptance of the Project.

B. A warranty inspection must be conducted prior to the end of the warranty period. Any Defective Work discovered at this date must be corrected by the Contractor in accordance with the Contract Documents at no additional cost to the Owner.

SS90600.9 GENERAL COATING REQUIREMENTS

A. All coatings must be free of heavy metals such as arsenic, barium, chromium, selenium, silver, lead, mercury and cadmium.

B. All coatings in contact with potable water must be certified as per NSF Standard 61.

C. All coatings submitted or used on this Project must comply with the EPA's Clean Air Act for maximum VOC (volatile organic compound) limits.

D. Finish coatings must be from the same batch.

SS90600.10 MATERIALS

A. Coating products are to be as follows:

Type A - Alkyd-Phenolic Universal Primer	
Manufacturer	**Approved Coating**
Tnemec	Series 37H Chem-Prime H.S.
Sherwin-Williams	Kem Kromik Universal
Akzo Nobel / International Paint, LLC	Interlac 573
Devoe Coatings	Devprime 1403
Carboline	Carbocoat 150UP
PPG	Multiprime 4360

Type B - Epoxy-Polyamide Primer	
Manufacturer	**Approved Coating**
Tnemec	Series 66
Sherwin-Williams	Copoxy Primer
Akzo Nobel / International Paint, LLC	Intergard 251; Intergard 269 for valves and gates, submerged structural steel and misc. metals, and submerged piping
Devoe Coatings	Devran 201V Series
Carboline	890
PPG	Amercoat 385

Type C - Penetrating Epoxy Pre-Primer	
Manufacturer	**Approved Coating**
Tnemec	Approved Equal
Sherwin-Williams	Macropoxy 920 Pre-Prime
Akzo Nobel / International Paint, LLC	Interbond 600
Devoe Coatings	Approved Equal
Carboline	Rustbond Penetrating Sealer
PPG	Amerlock Sealer

Type D - Inorganic Zinc Primer (Minimum 80% Zinc by Weight)	
Manufacturer	**Approved Coating**
Tnemec	Series 90-98 Tneme-Zinc
Carboline	Carbozinc 12 VOC
Sherwin-Williams	Zinc Clad II Plus
PPG	Dimetcote 9 VOC
Approved Manufacturer	Approved Equal

Type E - Organic Zinc Primer (Minimum 80% Zinc by Weight)	
Manufacturer	**Approved Coating**
Tnemec	Series 90-97 or 90G-1K97 Tneme-Zinc
Carboline	Carbozinc 859
Sherwin-Williams	Corothane I Galvapac
PPG	Amercoat 68HS

Type E - Organic Zinc Primer (Minimum 80% Zinc by Weight)	
Manufacturer	**Approved Coating**
Akzo Nobel / International Paint, LLC	Interzinc 52
Approved Manufacturer	Approved Equal

Type F - Alkyd Enamel	
Manufacturer	**Approved Coating**
Tnemec	Series 2H Hi-Build Tneme-Gloss
Sherwin-Williams	DTM Alkyd Enamel
Akzo Nobel / International Paint, LLC	Interlac 665
Devoe Coatings	Devlac 1431
Carboline	Carbocoat 8225
PPG	Fast Dry 35

Type G - Epoxy-Polyamide Coatings	
Manufacturer	**Approved Coating**
Tnemec	Series 66
Sherwin-Williams	Macropoxy 646 Epoxy
Akzo Nobel / International Paint, LLC	Intergurd 475HS; Interseal 670HS for valves and gates, PVC pipe and conduit, submerged structural steel and misc. metals, and submerged piping
Devoe Coatings	Bar-Rust 235
Carboline	Carboguard 60
PPG	Amerlock 385

Type H - Epoxy-Polyamide Coatings for Potable Water (NSF 61 Certified)	
Manufacturer	**Approved Coating**
Tnemec	Series 20 Pota-Pox or N140 Pota-Pox Plus
Sherwin-Williams	Tank Clad Epoxy
Akzo Nobel / International Paint, LLC	Interline 850 or Interseal 670HS (NSF colors)
Devoe Coatings	Bar-Rust 233H Series

Type H - Epoxy-Polyamide Coatings for Potable Water (NSF 61 Certified)	
Manufacturer	**Approved Coating**
Carboline	Carboguard 61
PPG	Amerlock 2/400

Type I - Aliphatic Polyurethane Enamel	
Manufacturer	**Approved Coating**
Tnemec	Series 1074 Endura-Shield II
Sherwin-Williams	Hi-Solids Polyurethane
Akzo Nobel / International Paint, LLC	Interthane 990 Series
Devoe Coatings	Devthane 379 Series
Carboline	Carbothane 133HB (Satin) or Carbothane 134HG (High Gloss)
PPG	Pitthane Ultra Series

Type J - Silicone Aluminum Coatings For High Temperature	
Manufacturer	**Approved Coating**
Tnemec	Series 39 Silicone Aluminum
Sherwin-Williams	Silver Brite Aluminum B59S8
Akzo Nobel / International Paint, LLC	Intertherm 50 Series
Devoe Coatings	Intertherm 50 Series
PPG	Hi-Temp 500
Carboline	Carbozinc 11; Finish: Thermaline 4700 Series (up to 1000 deg. F); Thermaline 4900 (up to 450 deg. F)

Type K- Epoxy Concrete Coating	
Manufacturer	**Approved Coating**
Tnemec	Series 46H-413 Hi-Build Tneme-Tar
Sherwin-Williams	Tar Guard Epoxy
Akzo Nobel / International Paint, LLC	Interzone 954
Devoe Coatings	Devtar 5A Series
PPG	Amercoat 78HB Coal Tar Epoxy

Type K- Epoxy Concrete Coating	
Manufacturer	**Approved Coating**
Carboline	Bitumastic 300M

Type L - Novolac Vinyl Ester/Novolac Epoxy Concrete Coating - High Friction Surface (HFS)	
Manufacturer	**Approved Coating**
Tnemec	Series G436 Perma-Shield / Chembloc Series 252SC
Sherwin Williams	Dura-Plate 8200
Akzo Nobel / International Paint, LLC	Ceilcote 380 / 242GF Flakeline System
PPG	SFT 675 / FlakeRez 8303
Carboline	Carboguard 510 Series / Plasite 4500 Series

Type M - High Solids Epoxy Siloxane	
Manufacturer	**Approved Coating**
Carboline	Carboxane 2000
Sherwin-Williams	Sher-Loxane 800
PPG	PSX 700 Polysiloxane
Approved Manufacturer	Approved Equal

Type N - Epoxy Mastic	
Manufacturer	**Approved Coating**
Carboline	Carbomastic 15
Sherwin-Williams	Epoxy Mastic II
PPG	Amerlock 2/400 AL
Tnemec	Chembuild Series 135
AkzoNobel/International Paint, LLC	Interseal 670HS

Type O - Elastomeric Polyurethane Hybrid	
Manufacturer	**Approved Coating**
Carboline	Reactamine 760 Series
Sherwin-Williams	Sherflex S

Type O - Elastomeric Polyurethane Hybrid	
Manufacturer	**Approved Coating**
PPG	Amerthane 490
Tnemec	Elasto-Shield Series 406
AkzoNobel/International Paint, LLC	Polibrid 705E Elastomeric

Type P - Glass Flake Reinforced Epoxy	
Manufacturer	**Approved Coating**
Carboline	Approved Equal
Sherwin-Williams	Sher-Glass FF
PPG	Amerlock 2/400 GF
Tnemec	Tnemec Series G435
AkzoNobel/International Paint, LLC	Approved Equal

Type Q - 100 Percent Solids Epoxy for Wastewater	
Manufacturer	**Approved Coating**
Carboline	Plasite 4550-S Novolac Epoxy
Sherwin-Williams	Dura-Plate 6000 Amine Epoxy
PPG	Novaguard 890 or Novaguard 810 Novolac Epoxy
Tnemec	Perma-Glaze Series G435 or Series G436 Modified Polyamine Epoxy
AkzoNobel/International Paint, LLC	Approved Equal

B. Petrolatum (Wax) Tape:

1. Petrolatum (wax) tape must be installed per the manufacturer's written recommendations. Provide all primers and appurtenant materials as required for installation per the recommendations.
2. Approved Manufacturers:
   a. Trenton Corp. - Trenton Primer and #1 Wax-tape
   b. Denso North America, Inc. - Denso Paste and Densyl Tape
   c. Approved equal.

C. Pipe Wrap Tape System:

1. System must be designed to mechanically protect coated piping from corrosion and abrasion in above ground, below ground and submerged conditions and be compatible with specified pipe coating system(s).

2. System must be UV resistant and may be constructed of HDPE, PVC, or fiberglass with an adhesive backing on one side for application to coated piping.
3. System must include a fiberglass reinforced outer shield for abrasion resistance and be able to be top coated for aesthetics.
4. Approved Manufacturers:
   a. SealForLife.
   b. Denso North America, Inc.
   c. Approved equal.

SS90600.11 COLOR SELECTION

A. The color chart must include the complete available range of colors, including tints and shades. Owner will select the colors during construction.

B. Use a multi-color system coating for any surface receiving more than one coat. Each coat must be tinted differently from the preceding coat in a manner that will allow the various coats to be easily distinguished. Colors must generally be from light to dark shades, but the Contractor may have the option to select tint shades to insure coats will receive adequate coverage without bleeding or otherwise showing through the preceding coat.

C. Piping and equipment must be color coded in accordance with the requirements of the TCEQ.

SS90600.12 GENERAL

A. All coatings must be applied in strict conformance with the coating manufacturer's published specifications, this Section, or as approved by the Engineer.

B. Surfaces which will be inaccessible after installation must be coated prior to installation, or must be coated and approved in stages as the work is installed.

C. The Engineer will approve surfaces for application of coatings at each stage. Any material that is coated prior to the Engineer's approval will be stripped back to bare metal and repainted.

D. At least 7 days or as required by the coating manufacturer, must be allowed for drying of finished surfaces before any machinery can be placed into service.

E. The number of coats called for in this Section are considered the minimum required. If more coats are required to provide the specified dry film thickness or for complete coverage and uniform appearance, they must be provided at no additional cost to the Owner.

SS90600.13 STEEL SURFACE PREPARATION

A. The adequacy of the preparation of steel surfaces will be determined by comparing the surface with SSPC VIS 1 “Pictorial Surface Preparation Standards for Painting Steel Surfaces” and SSPC VIS 3 “Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning.” Prepare surfaces in accordance with the following requirements:

1. SSPC-SP 1 — Solvent Cleaning.
2. SSPC-SP 2 — Hand Tool Cleaning.
3. SSPC-SP 3 — Power Tool Cleaning.
4. SSPC-SP 5 / NACE 1 — White Metal Blast Cleaning.
5. SSPC-SP 6 / NACE 3 — Commercial Blast Cleaning.
6. SSPC-SP 7 / NACE 4 — Brush-Off Blast Cleaning.
7. SSPC-SP 10 / NACE 2 — Near-White Blast Cleaning.
8. SSPC-SP 11 — Power Tool Cleaning to Bare Metal.

B. The resulting surface profile must be in accordance with the coating manufacturer’s recommendations.

C. “Solvent Cleaning” must be performed prior to subsequent surface preparation, including abrasive blast cleaning.

D. All sharp edges and welds must be ground smooth to a rounded contour and all weld splatter must be removed prior to abrasive blasting. Edges of metal to be coated must be rounded to a minimum of 1/16-inch radius of chamfered a minimum of 1/16 inch at an angle of 45 degrees.

E. Welds and adjacent areas:

1. Prepared such that there is:
   a. No undercutting or reverse ridges on the weld bead.
   b. No weld spatter on or adjacent to the weld or any other area to be painted.
   c. No sharp peaks or ridges along the weld bead.
   d. Grind embedded pieces of electrode or wire flush with the adjacent surface of the weld bead.
2. Weld profiles must conform to NACE RP0178, Profile ‘D’.

SS90600.14 DUCTILE IRON PIPE AND FITTINGS SURFACE PREPARATION

A. Prepare surfaces in accordance with the following requirements:

1. NAPF 500-03-01 — Solvent Cleaning.
2. NAPF 500-03-02 — Hand Tool Cleaning.
3. NAPF 500-03-03 — Power Tool Cleaning.
4. NAPF 500-03-04 — Abrasive Blast Cleaning for Ductile Iron Pipe.
5. NAPF 500-03-05 — Abrasive Blast Cleaning for Cast Ductile Iron Fittings.

B. “Solvent Cleaning” must be performed prior to subsequent surface preparation as specified in NAPF 500-03.

SS90600.15 PETROLATUM (WAX) TAPE

A. Petrolatum (wax) tape must be installed per the manufacturer’s written recommendations. Provide all primers and appurtenant materials as required for installation per the recommendations.

B. Tape must be installed on all buried flexible couplings and at locations indicated on the Drawings and as specified.

SS90600.16 PIPE WRAP TAPE SYSTEM

A. Tape must be installed per the manufacturer’s written recommendations. Provide all primers and appurtenant materials as required for installation per the recommendations.

B. Tape must be installed on all piping at the transition between above grade and below grade. Coat piping a minimum of 2 feet vertically above and below the ground surface.

C. Paint wrap to match adjacent piping.

SS90600.17 CONCRETE SURFACE PREPARATION

A. The adequacy of the preparation of concrete surfaces will be determined by comparing the surface with ICRI Surface Finish Comparators. Prepare surfaces in accordance with the following requirements and the coating manufacturer’s recommendations:

1. SSPC-SP 13 / NACE 6 — Surface Preparation of Concrete.
2. ICRI CSP 3 – 5, or as required by the coating manufacturer.

B. Allow a minimum of 28 days curing time to elapse before coatings are applied. Concrete surfaces which are scheduled to receive coatings must be in accordance with the coating manufacturer’s moisture requirements. Contractor must provide any primers required by the coating manufacturer to address outgassing, as needed.

C. Contractor must field verify that the pH of the concrete is suitable for application per the coating manufacturer’s product requirements.

D. Bug holes, air pockets, voids or imperfections in the concrete surface must be filled or patched with a cementitious resurfacing material approved by the coating manufacturer.

E. All coating terminations points, including from concrete to metal are to include a 1/4-inch key cut.

F. Concrete Surface Preparation Inspection:

1. Adhesion Testing:

a. Tensile testing of the surface preparation must be performed by the Contractor using a Type 4 or Type 5 pneumatic adhesion testing equipment in accordance with ASTM D7234 using 2-inch diameter dollies for concrete surface adhesion testing. Provide a minimum of three tests (dollies) per area and coating system. Engineer will select location of test dollies.
b. Concrete surface or applied coating must be scored for concrete adhesion testing.
c. Adhesive failure greater than 50 percent of the dolly surface area indicate inadequate surface preparation.
d. Cohesive failures which results in loss of sound concrete will be acceptable provided the loss is greater than 50 percent of the dolly surface area.
e. Low adhesion cohesive failures with a thin layer of concrete due to weak concrete or laitance over 50 percent of the dolly surface will be rejected.

2. Concrete Soundness: Concrete soundness will be determined using the scratching or hammer impact methods as defined in SSPC-SP 13.
3. Moisture Content: Moisture must be tested as specified in SSPC-SP 13 and in accordance with ASTM D4263 and ASTM F1869 (for conditioned spaces). Moisture content cannot exceed the moisture content recommended by the coating manufacturer.

SS90600.18 SURFACE PREPARATION

A. Clean and degrease surfaces prior to abrasive blasting by solvent cleaning as specified using solvents, detergent/water, emulsions, and steam. Proposed method must be documented in the coating plan. Contractor must contain and properly dispose of all runoff and debris from cleaning.

B. If the following conditions exist or are prevalent, surface preparation and coating must be delayed or postponed until conditions are favorable. Each day's coating must be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions or changes. No surface preparation can begin or coating applied:

1. When the surface, air or material is below or above the manufacturer's printed instructions.
2. When surfaces are wet or damp.
3. During weather conditions of rain, snow, fog or mist.
4. When the air and steel temperature is less than 5 deg. F above the dew point temperature.
5. If the relative humidity is above 85 percent.
6. When it is expected that the dew point, air and/or surface temperature will be below or above the coating manufacturer's recommended temperatures within 4 hours after applications of coating, minimum.

Coating manufacturer may require additional time between application and temperature and weather changes.

C. Shop Surface Preparation:

1. Notify Engineer at least 7 days prior to start of shop blast cleaning to allow for inspection of the Work during surface preparation and shop application of paints. Work is subject to the Engineer's approval before shipment to the jobsite.
2. Items such as structural steel, metal doors and frames, metal louvers, and similar items as reviewed and approved by the Engineer may be shop prepared and primed. Centrifugal wheel blast cleaning is an acceptable alternate to shop blast cleaning. Blast clean and prime in accordance with the Specifications.
3. Prepare surfaces by abrasive blasting as specified and apply shop prime coat. Shop primed steel plates must not have primer extended within 4 inches along all edges to be welded. All primer within 4 inches of an area to be welded must be removed prior to welding. Welding of painted surfaces will not be allowed.

D. All pre-assembled shop primed items must be prepared in accordance with these specifications and inspected by the Owner's representative before and after priming.

E. Abrasive Blasting:

1. Prior to commencing abrasive blasting operations, the Contractor must perform a test blast to verify that the surface cleanliness and profile meet the requirements of this Section and meet the coating manufacturer's requirements for the coating to be applied. If the test section does not meet the requirements, the Contract must make changes to the abrasive materials and/or methods to provide suitable blast.
2. Abrasive blast only the amount of surface area which can be primed the same day or before any rust starts to form, whichever occurs first. Areas which are not painted the same day must be re-blasted on the day the prime coat is applied.
3. Shrouding or recovery of all blast material will be mandatory during all exterior blasting.
4. Contractor must contain all waste and process discharge in accordance with the accepted methods for the process and materials that are in abatement.
5. Where abrasive blast cleaning will not remove or properly prepare metal surfaces, hand and/or power tool cleaning must be used to remove such conditions as weld splatter, laminations and radius-sharp edges. Hand tool or power tool must be used on areas less than 2 feet in diameter or smaller or on corners and edges.
6. All abrasive blast equipment must be equipped with, including but not limited to the following:

a. Noise reducing devices.
b. Hose coupling safety devices.
c. Electrical grounding devices.
d. Moisture traps and filters.
e. Fresh air hoods for all blasters.
f. “Dead Man” switches on all blast hoses.
g. Air dryers.

F. Surface profile must be in accordance with manufacturer’s printed requirements.

G. The adequacy of the preparation of surfaces must be determined by comparing the surface with SSPC-VIS 1, SSPC-VIS 3, NACE RP0178 and ICRI Surface Finish Comparators.

H. Adequate surface preparation must be verified throughout surface preparation per SSPC-PA 17. Minimum testing requirements:

1. Test the surface profile within the first 15 minutes and one additional time during each work shift or 12-hour period, whichever is shorter for each gun or blasting apparatus used or at any time the process producing the acceptable profile indicated above is changed, as interpreted by the Engineer.
2. Select a minimum of three 6-inch square locations and take two readings. The average to the two readings is a “profile measurement.” The group of three locations is the “location average.” The location average must be within the specified profile range.
3. Contractor must report the location averages (lowest location average and highest location average, and the profile measurement for each surface preparation apparatus.
4. If the substrate has been previously coated, an existing profile may exist. Contactor must adjust blast media size to ensure that the resulting surface profile meets the profile required.

I. Wherever the words “solvent cleaning”, “hand tool cleaning”, “wire brushing”, or “blast cleaning”, or similar words of equal intent are used in the specifications or in paint manufacturer’s specifications, they are understood to refer to the applicable specifications indicated.

J. Where OSHA or EPA regulations preclude standard abrasive blast cleaning, wet or vacuum-blasting methods may be required. Coating manufacturer’s recommendations for wet blast additives and first coat application will apply.

K. Clean surfaces of dust and residual particles from cleaning operations by dry (no oil or water vapor) air blast cleaning or other method prior to painting. Vacuum clean enclosed areas and other areas where dust settling is a problem and wiped with a tack cloth.

SS90600.19 PREPARATION OF HOT-DIP GALVANIZED COATED STEEL, STAINLESS STEEL AND NON-FERROUS METALS

A. For galvanized coated steel, remove all soluble and insoluble contaminants. Prepare hot-dipped galvanized coated iron and steel products in accordance with ASTM D6386.

B. Abrasive blast per SSPC-SP I6 to achieve an angular anchor profile as required by the coating manufacturer.

C. Contractor is responsible for coordinating with the coating manufacturer to verify compatibility of the specified coating system with the provided surface preparation.

SS90600.20 PREPARATION OF EXISTING COATED OR SHOP PRIMED SURFACES

A. General:

1. Factory-applied primers to equipment must be those specified or verified by the Contractor to be compatible with the specified coating systems. Where possible, notify manufacturers which shop prime coats will be required in order to be compatible with field-applied finish coats.
2. Where equipment is purchased which has the manufacturer's standard primer or a factory finish which is other than as specified in this Section, remove the factory-applied paint system or apply passivators or other special coatings as required to make the surface compatible with the finish coat specified.
3. Do not apply any coating to machinery, piping, or other surfaces before testing has been completed and systems approved. Any damage to coatings resulting from subsequent corrective procedures must be stripped back to bare metal and repainted with the appropriate paint system as directed by the Engineer.
4. Check for compatibility when applying coatings over existing coatings. Apply a test patch of the recommended coating system, covering at least 2 to 3 square feet or as directed by the Engineer. Allow to cure 1 week before testing adhesion per ASTM D3359 in the presence of the Engineer. If adhesion does not meet the manufacturer's published data, consult with the Engineer.
5. Shop primed or coated surfaces must be reviewed with the Engineer to determine if the extent of damage to the coating and suitability of finish coats to adhere to shop applied coats.
6. If a cured epoxy, polyurethane, or plural-component material is to be top coated provide brush-off blast as specified herein or as recommended by the coating manufacturer.
7. Surface preparation recommendations of coating manufacturer are subject to approval of the Engineer.

B. To Be Recoated or Final Coated:

1. Solvent clean.
2. Perform touch-up repairs of existing coating.
3. Asphaltic coated ductile iron pipe will require an application of a seal coat prior to the application of a cosmetic finish coat.

C. Touch-Up Repairs:

1. Clean loose, abraded, or damaged coatings to substrate by power tool to bare metal per SSPC-SP 11 and/or NAPF 500-03-03 “Power Tool Cleaning.”
2. Feather surrounding intact coating.
3. Apply one spot coat of the specified primer to bare areas overlapping the prepared existing coating.
4. Apply one full finish coat of the specified primer or finish coat(s) overall.

D. Application of a Cosmetic Coat:

1. The exact nature of shop-applied coatings is not known in all cases.
2. Check compatibility by application to a small area prior to starting the coating.
3. If lifting or other problems occur, request disposition from the Engineer.

SS90600.21 APPLICATION

A. Contractor and painting technicians are responsible for the application of the coating system and must have current applicator approvals from the coating manufacturer, as required.

B. After abrasive blast cleaning, dust and spent abrasive must be removed from the surfaces by vacuum process or with clean, dry, oil-free compressed air.

C. The prime coat must be applied as soon as possible after the blasting and surface cleaning is completed, inspected and approved by the Inspector. Blasted surfaces must be coated before rust forms on the surface. No prepared surface will be allowed to receive a coating if “rust bloom” or surface discoloration has occurred. All blasted surfaces must be coated to within 6 inches of the edge of a blasted area. No visible rust must be coated under any circumstances, including rust bloom or if discoloration has occurred, regardless of elapsed time between blasting and coating. Leave an uncoated strip of exposed metal to clearly identify where abrasive blasting was halted.

D. Provide mist coat if recommended by the coating manufacturer.

E. All weld seams, gaps, edges, bolts and difficult areas to coat must receive a stripe coat. Stripe coat must be a contrasting color. Stripe coat may be applied with intermediate or finish coating, but must be applied prior to the installation of the finish coat.

F. Contractor must apply each coat at the rate and in the manner specified by the coating manufacturer, except as may be modified herein. If material has thickened or must be diluted for application, coating must be built up to achieve the dry film thickness as specified for each coat of the complete system.

G. Maximum and minimum DFT must be per the supplied coating manufacturer's printed requirements and as required by this Section. DFT will be measured per SSPC-PA 2, Level 2 with an allowable measurement of spot DFT of:

1. Minimum DFT, as specified.
2. 120 percent of maximum DFT specified.

H. Contractor and painting technicians are responsible for the application of coating system and must have current applicator certifications from the coating manufacturer. Submit certifications with coating submittal.

I. Coatings which have an expired shelf or pot life may not be used and must be removed from the jobsite.

J. Coating must be applied by skilled workmen and must be brushed out or sprayed evenly, without runs, crazing, sags, or other blemishes.

K. Sand between coats to remove over spray and dry fall.

L. Apply the first coat to the surface, including cutting in around edges, before the second coat is applied. The second coat and any successive coats must not to be applied before notifying the Owner's field representative and obtaining approval. Each coat must be tested before the successive coat is applied.

M. The coating curing period must be adjusted to compensate for less than adequate weather conditions, as recommended by the coating manufacturer, for complete curing of the entire coating system. The full curing time recommended by the manufacturer must be provided.

N. Coating must be continuous and must be accomplished in an orderly manner to facilitate proper inspection control.

O. Where a roller or brush is used to apply the coating, additional coats may be necessary to achieve the recommended dry film thickness and/or to achieve total coverage of the underlying surface. Coated surfaces must be totally free of all roller nap, roller marks, brush bristles and brush marks.

P. When using conventional coating spray equipment for coating operations, effective oil and water separators combined with after coolers or deliquescent dryers must be used in compressed air lines to remove detrimental oil and moisture from the air. Separators must be placed as far as practical from the compressor. Compressors must be tested periodically by the Contractor for oil and water contamination of compressed air. Testing must follow ASTM D4285 "Standard Test Method of Indicating Oil and Water in Compressed Air." All compressor units found to produce unacceptable amounts of oil and or water,

as determined by results of ASTM D4285 test data must be replaced with a compressor that is acceptable.

Q. For porous surfaces, such as concrete or masonry, a prime coat may be thinned to provide maximum penetration and adhesion. The type and amount of thinning must be determined by the coating manufacturer and is dependent on surface density and type of coating.

R. Concrete and Steel Floors and Walks, including Bulk Storage Areas:

1. Provide non-skid surface in walkway areas and on floors.
2. Contractor is to include non-skid additive such as aluminum oxide to coatings or may use 50 mesh dry wash silica sand broadcasted into the film and back rolled to encapsulate as recommended by the coating manufacturer.
3. Contractor is to provide a test area to confirm with Owner that the non-skid surface is adequate and consistent. Contractor must modify method or products used as required to provide an acceptable surface.

SS90600.22 WATER AND WASTEWATER PIPE COLORS

A. General coating colors in accordance with the TCEQ are as follows for general selection of pipe coatings. Contractor must provide samples for Engineer's approval prior to ordering as specified.

Pipe/Pumps/Valves System Description	Color
Sewage	Grey

SS90600.23 FIELD QUALITY CONTROL

A. Field Tests: Make wet film tests during painting operations to assure proper thicknesses of coating are being applied. After each coat has been applied, test the paint film thickness with a nondestructive, magnetic type thickness gauge. The total dry-film thickness for each coat must be per Paragraph SS90600.30. Apply additional coats until the specified thickness is reached or exceeded.

B. Holiday Testing

1. Holiday testing must be performed in accordance with NACE SP0188 or ASTM D5162 for steel substrates and ASTM D4787 for concrete substrates.
2. Test the entire surface of coated steel and piping in moderate or severe environments, as determined by the Engineer, with a holiday detector. For thickness between 10 and 20 mils (250 to 500 microns) a non-sudsing type wetting agent, as recommended by the holiday detector manufacturer, must be added to the water prior to wetting the detector sponge.

3. Holiday detect coatings in excess of 20 mils with high voltage holiday testers as recommended by the coating manufacturer.
4. Mark and repair failures in accordance with the manufacturer's printed instructions, then retest failure areas. No failures or other irregularities will be permitted in the final coats. Areas containing holidays must be repaired until tests indicate no holidays.

SS90600.24 PROTECTION OF SURFACES NOT TO BE PAINTED

A. Remove, mask, or otherwise protect hardware, lighting fixtures, switch plates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not intended to be painted.

B. Provide drop cloths to prevent paint materials from falling on or marring adjacent surfaces.

C. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting process.

D. Mask openings in motors to prevent paint and other materials from entering the motors.

SS90600.25 DAMAGED COATINGS, PINHOLES, AND HOLIDAYS

A. Feather edges and repaired in accordance with the recommendations of the paint manufacturer.

B. Repair fusion bonded coatings to be as recommended by the original applicator. Applicator must provide liquid repair kits for this purpose as recommended by the coating manufacturer.

C. Apply finish coats, including touchup and damage-repair coats in a manner that will present a uniform texture and color-matched appearance.

SS90600.26 UNSATISFACTORY APPLICATION

A. If the item has an improper finish color, or insufficient film thickness, clean and topcoat surface with specified paint material to obtain the specified color and coverage. Obtain specific surface preparation information from the coating manufacturer.

B. Hand or power sand visible areas of chipped, peeled, or abraded paint and feather the edges. Follow with primer and finish coat in accordance with the Specifications. Depending on the extent of repair and its appearance, a finish sanding and topcoat may be required.

C. Evidence of runs, bridges, shiners, laps, or other imperfections are cause for rejection.

D. Repair defects in coating system per written recommendations of coating manufacturer.

E. Leave all staging up until the Engineer has inspected the surface or coating. Replace staging removed prior to approval by Engineer.

SS90600.27 COATING INSPECTION

A. General:

1. All coats will be subject to inspection by the Engineer and the coating manufacturer's representative.
2. Visually inspect concrete, nonferrous metal, plastic, and wood surfaces to ensure proper and complete coverage has been attained.
3. Give particular attention to edges, angles, flanges, and other areas where insufficient film thicknesses are likely to be present and ensure proper millage in these areas.

B. Coating Thickness Testing:

1. Owner's representative may conduct coating thickness testing as necessary and without limitation.
2. Measure coating thickness specified in mils with an electronic type dry film thickness gauge.
3. Check each coat for the correct millage.
4. Tests for concrete coating thickness may be taken using a Tooke Gauge or gauge approved for testing coatings over concrete substrates. Contractor must repair coating after thickness testing, if required.

C. Coating Continuity (Holiday) Testing: Owner's representative will witness holiday testing performed by the Contractor.

SS90600.28 CLEANING AND ADJUSTING

A. Promptly remove trash and debris resulting from painting operation from the Site. Remove drop cloths, masking tapes and other protective coverings. Remove paint spills, splatters, overlap of paint from adjacent material and other defects. Spot paint nicks and other defects.

B. Remove paint containers and waste products. Thoroughly clean paint storage rooms, removing spilled paint from walls and floors.

C. Damages due to over spray on buildings, vehicles, trees, or other surfaces not specified to be painted would be the responsibility of the Contractor.

SS90600.29 MEASUREMENT AND PAYMENT

A. No separate measurement or payment for work performed under this Section. Include cost of same in Contract price bid for work of which this is a component part.

SS90600.30 SCHEDULE

A. Protective coatings must be applied in accordance with the following paint schedule. If additional or alternate primers, etc. are recommended by the coating manufacturer for any of the coatings specified, they must be provided at no additional cost to the Owner to provide a complete and compatible coating system, as approved by the Engineer.

PROTECTIVE COATINGS PAINT SCHEDULE

System	Application Description	Surface Prep	Product Type	No. of Coats	DFT/Coat (mils)
No. 8	**New Piping and Valves** **Application Notes:** 1. Proposed piping and valves may be provided with factory applied prime coat(s), with fusion bonded epoxy or Type H epoxy. For damaged factory applied coatings spot prime with Epoxy Mastic. Provide application of Type C and Type M coatings in the field.	**For New Piping and Valves:** SSPC-SP1 SSPC-SP6 NAPF 500-03-01 NAPF 500-03-04 NAPF 500-03-05	TYPE N – Epoxy Mastic TYPE C – Penetrating Epoxy Pre-Primer TYPE G - Stripe Coat TYPE G – Epoxy-Polyamide	1 1 2	4.0 2.0 4.0
				Total Minimum Dry Film Thickness	**12 mils**

END OF SECTION