CITY OF AUSTIN
WATERSHED PROTECTION DEPARTMENT

PROJECT MANUAL
Contract Documents and Technical Specifications

VOLUME 1 of 3

WALLER CREEK CATENARY PILOT

C.I.P. PROJECT NUMBER: 10878.003
SOLICITATION NUMBER: CLMC870

Prepared by

AECOM Technical Services, Inc.
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TBPE REG. No. F-3580

CITY OF AUSTIN
Watershed Protection Department
411Chicon Street
Austin, TX 78702

June 2021

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CITY OF AUSTIN
Watershed Protection Department

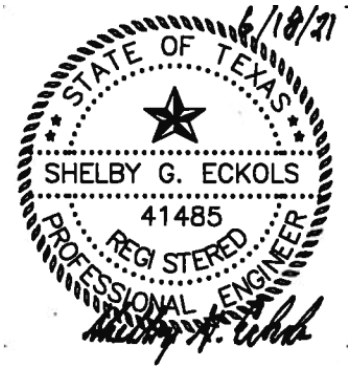
PROJECT MANUAL

FOR

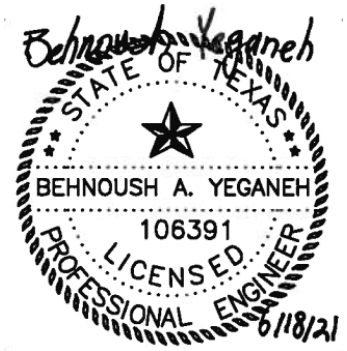
WALLER CREEK CATENARY PILOT

Casey Wauters, P.E.
AECOM
Civil

Shelby G. Eckols, P.E.
AECOM
Structural



Behnoush Yeganeh, P.E.
AECOM
Mechanical



Kegham Harutunian, P.E.
Harutunian Engineering, Inc.
Electrical/I&C

Certifications

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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VOL. 3 of 3 08/2019 **MBE/WBE Procurement Program Package**

END

1. OVERVIEW AND PROJECT INFORMATION

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

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

Project:	Waller Creek Inlet Facility Catenary Screen Pilot
Located at:	500 E. 12th Street, Austin, Texas
CIP ID No.:	10878.003
Solicitation No.:	CLMC870

The Work consists of the following:

1. Installation of two (2) 8-foot catenary screen cleaning mechanisms. Installation of catenary screen cleaning equipment includes but is not limited to all rakes, chains, discharge chutes, motors, sprockets, and structural support structure.
2. Providing equipment access by modifying existing walls on the operations deck. Providing maintenance access by modifying the existing waterfall trough.
3. Installation of a new level sensor for pool elevation as shown on Plans. Set points will control the operation of the catenary cleaning equipment.
4. Installation of sump in the existing Pool floor for maintenance.
5. Installation of all power and control cables.
6. Cleaning of screens on Bay 4 after each rain event that occurs during construction.
7. Maintaining a diversion of natural dry weather creek flow away from Bay 4 working area during construction.
8. Removal of all construction debris and site clean up.
9. All remaining and associated items of work contained in the Contract Documents works as shown on PLANS.

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 365, Austin, Texas 78704, or may be submitted electronically (see eResponse, Attachment 1 -Submitting Bids in Austin Finance Online).

Sealed Bid may be mailed using address below:

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

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

Public Bid Opening Update
Due to the unprecedented event of COVID-19 and to help prevent the further spread, Capital Contracting Office will NOT be conducting an in person bid opening. Bidders must either submit their bids and compliance plans no earlier than 10:00 AM and prior to 2:00 PM on the date bids are due to One Texas Center, 505 Barton Springs Rd., Suite 365, 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 July 29, 2021.
BIDS WILL BE OPENED AT (Austin time) 3:00 PM on July 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 365 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 fifty (250) Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300.

Final completion shall be achieved within sixty (60) Calendar Days after substantial completion.

Liquidated damages are one thousand and sixty dollars ($1,060.00) per Calendar Day for failure to substantially complete the work and two hundred and seventy dollars ($270.00) per Calendar Day for failure to achieve final completion within sixty (60) 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 **July 15, 2021, at 1:00PM** (Austin time), via webinar. Bidders may participate in the virtual pre-bid conference by clicking this link: click here.

Attendance is not mandatory unless otherwise stated. Bidders must attend any mandatory Pre-Bid Conference and are encouraged to attend any non-mandatory Pre-Bid Conference to ensure their understanding of OWNER's bidding and contracting requirements, particularly MBE/WBE or DBE Procurement Program requirements. **Bidder must virtually arrive and sign-in via Microsoft Forms** by either using the QR code which will be displayed on the introduction slide or by clicking on the provided link that will be posted into the live stream question and answer field. If you have trouble accessing the link or QR code please send an email to **steven.cocke@austintexas.gov** providing the following information: Your name, email address, the firm you are representing, whether you are a prime firm or subcontractor, and also indicate if your firm is a MBE/WBE or DBE. If the Pre-Bid Conference is mandatory, Bidders must sign into the meeting using one of the methods above within fifteen (15) minutes of the scheduled start time of the meeting, otherwise the Bidder will not be allowed to submit a Bid for the project.

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: Susan Kenzle, phone 512-974-2565, email susan.kenzle@austintexas.gov

CAPITAL CONTRACTING OFFICE CONTACT: Steven Cocke, phone 512-974-7998, email steven.cocke@austintexas.gov

SMALL & MINORITY BUSINESS RESOURCES DEPARTMENT CONTACT: Veronica Hawkins, phone 512-974-7639, email veronica.hawkins@austintexas.gov

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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 330
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

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.:	CLMC870
Project:	Waller Creek Inlet Facility Catenary Screen Pilot
CIP ID No.:	10878.003

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 fifty (250) Calendar Days.

If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within sixty (60) 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 finally complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

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

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

Therefore, the Bidder and the OWNER agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Substantial Completion date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of one thousand and sixty dollars ($1,060.00) 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 and seventy dollars ($270.00) 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: Bidder must provide the following information in accordance with Vernon's Texas Statutes and Codes Annotated Government Code § 2252.002, as amended. A Texas Resident Bidder is 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. The undersigned **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

TOTAL BID FORM

Solicitation No.:	CLMC870
Project:	Waller Creek Inlet Facility Catenary Screen Pilot
Bidder:	
Total Bid Amount: (includes Base Bid plus any Allowances or Alternates shown in Section 00300)	

Notes:

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

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STATEMENT OF BIDDERS EXPERIENCE

Section 00400

Project Name:	Waller Creek Inlet Facility Catenary Screen Pilot
Name of Bidder:	
Solicitation Number:	CLMC870
CIP ID Number:	10878.003

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:	CLMC870
CIP ID Number:	10878.003

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:	CLMC870
CIP ID Number:	10878.003

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 ten (10) 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:	CLMC870
CIP ID Number:	10878.003

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 ten (10) 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 a catenary screen cleaning mechanism situated within an active body of water (i.e. creek, stream, river, lake).

ITEM 2. Experience working within a project area that is subject to inundation by flood waters that required immediate removal of personnel and equipment during a rain event.

ITEM 3. Experience working within an active municipal facility requiring regular communication with operating staff and minimal disruption to daily operations.

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:	CLMC870
CIP ID Number:	10878.003

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:	CLMC870
CIP ID Number:	10878.003

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:	CLMC870
CIP ID Number:	10878.003

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:	CLMC870
CIP ID Number:	10878.003

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:	CLMC870
CIP ID Number:	10878.003

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

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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

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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

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AGREEMENT SECTION
Section 00500

STATE OF TEXAS
COUNTY OF TRAVIS

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

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

$	
(Figures)	**(Words)**

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

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

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

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

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

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

SAMPLE

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

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

END

SAMPLE

PERFORMANCE BOND
Section 00610

STATE OF TEXAS
COUNTY OF _____

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

Project Name_____

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

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

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

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

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

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

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

SAMPLE

_____ _____

Telephone _____ Fax_____
E-Mail Address _____

Name and address of Resident Agent of Surety:
_____
_____

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

END

SAMPLE

PAYMENT BOND
Section 00620

STATE OF TEXAS
COUNTY OF _____

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

Project Name: _____

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

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

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

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

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

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

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

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

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TITLE VI ASSURANCES APPENDIX A

Section 00631

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

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

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

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

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

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

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

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

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

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

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

Contractor's full name and entity status:

_____

_____
(Name/Signature of Authorized Official)

_____
Title

_____
Date

END

TITLE VI ASSURANCES APPENDIX E
Section 00632

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

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

Pertinent Nondiscrimination Authorities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's full name and entity status:

_____

_____
(Name/Signature of Authorized Official)

_____
Title

_____
Date

END

CERTIFICATE OF INSURANCE

Section 00650

This Certificate shall be completed by a licensed insurance agent:

Name and Address of Agency:

_____

_____

_____

Phone: _____ / _____

Name and Address of Insured:

_____

_____

_____

Phone: _____/ _____

Prime or Sub-Contractor?: _____

Name of Prime Contractor, if different from Insured: _____

City of Austin Reference:

Project Name:

C.I.P. No.:

Project Location:

Managing Dept.:

Contract No.:

Project Mgr.:

Insurers Affording Coverages:

Insurer A: _____

Insurer B: _____

Insurer C: _____

Insurer D: _____

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

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

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

CERTIFICATE HOLDER:

DATE ISSUED: _____

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

_____
AUTHORIZED REPRESENTATIVE SIGNATURE
Licensed Insurance Agent

END

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATE

City of Austin, Texas

P.O. Box 1088

Austin, Texas 78767

CONTRACTOR/PURCHASER:

Street Address:

City, State, ZIP Code:

Project:

Project Manager:

FDU No.:

CIP ID No.:

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

_____

_____

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

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

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

City of Austin, Texas	Title
Mark Dombroski	Chief Financial Officer

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

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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: AECOM Technical Services, Inc.
Address: 9400 Amberglen Blvd., Austin, TX 78729

Add the following definition:

1.51 Mobilization Prompt Payment Program - The Owner's Mobilization Prompt Payment Program, will allow bimonthly payments during "critical mobilization stages" as specified in the Contract Documents by the Prime Contractor. The Mobilization Prompt Payment Program will only apply to projects with a construction cost greater than $2,000,000.

ARTICLE 2 - PRELIMINARY MATTERS

Add the following modification to the end of 2.4.2.1:

.**1** The Baseline Schedule and schedule submittals for Projects in the Mobilization Prompt Payment Program must identify periods of 'critical mobilization.' The periods of critical mobilization will include the first two months of the Contract Time and additional periods identified by the Contractor and approved by Owner when peak Subcontractor mobilization will occur.

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

4.1 Availability of Lands: *Add the following to the end of the paragraph*:

CONTRACTOR shall contact OWNER's Transportation Department to obtain a Temporary Use of Right-of-Way Permit prior to beginning construction on any sidewalk/driveway or occupying any parking area/meters within the public right-of-ways.

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.

6.6.2 Building Permit(s). OWNER's responsibility for obtaining and paying for the Building Permit(s) shall be limited to the following where applicable: the required Electrical Service (Aid of Construction) Fee, Water and Wastewater Tap Fees, Water and Wastewater Capital Recovery Fees, and Septic Permit Fee. The OWNER’s responsibility for obtaining and paying for the Building Permit(s) excludes securing and paying for the following where applicable: Driveway Permit (Concrete) Fee, Electrical Permit, Mechanical Permit, Plumbing Permit, Water Engineering Inspection Fee, Temporary Use of Right-of Way Permit, the gas company’s Gas Yard Line Contribution Fee, and any other permits/fees not listed above.

6.6.3 Texas Department of Transportation permit for Work in State rights-of-way.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Application for Progress Payment: *Delete 14.1.1 and replace with the following (changes to the original text are identified by underlining)*:

14.1.1 No more often than once a month, unless authorized as part of the Mobilization Prompt Payment Program, CONTRACTOR shall submit to Owner's Representative for review a completed and executed Application for Payment, in a form acceptable to OWNER, covering the Work completed as of the date of the Application and not previously paid and accompanied by such supporting documentation as required by the Contract Documents.

Add the following paragraph to 14.1.1:

.1 Mobilization Prompt Payment Program. During critical mobilization periods, as identified by the CONTRACTOR and as approved by OWNER in accordance with 00700 2.4.2.1 of this Contract, CONTRACTOR shall submit bi-monthly Applications for Payment. The additional Pay Applications will include any costs accrued during the periods of critical mobilization. The Program will allow the CONTRACTOR and Subcontractors to invoice for costs as they are accrued during periods of critical mobilization. The CONTRACTOR shall submit bimonthly invoices to the OWNER for such costs. The CONTRACTOR shall pay Subcontractors for costs within 10 days of receipt of payment from OWNER.

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PART 1 - GENERAL

1.1 SECURITY POLICY

Paramount to the City of Austin Watershed Protection Department (WPD) is the uninterrupted conveyance of stormwater at the Waller Creek Inlet Facility. The WPD shall provide high quality physical security at all its facilities and shall initiate, implement, enforce, and update as needed, specific rules and procedures to protect property, personnel, facilities, and material against unauthorized entry, trespass, damage, sabatoge, or other acts that might threaten the security of these facilities.

1.2 SECURITY PROCEDURE

The Contractor shall become familiar with this Specification Section and shall assure that all SUBCONTRACTORS do likewise. The CONTRACTOR and each SUBCONTRACTOR shall sign an affidavit attesting to the fact that they have read, understood, and will abide by this procedure. The CONTRACTOR's signed affidavit shall be delivered to WPD no later than the Pre-construction Conference and before any access is allowed to the work site.

1.3 SUBMITTALS

A. CONTRACTOR shall submit a "Contractor's Acknowledgement" form (Appendix A) signed by the Contractor's Project Manager and Site Superintendent no later than the Pre-Construction Conference. This submittal shall be an original document, with original signatures. Copies or facsimiles will not be accepted.

B. CONTRACTOR shall submit a "Contractor's Acknowledgement" form (Appendix A) signed by each Subcontractor's Project Manager and Site Supervisor no later than two weeks prior to the date the Subcontractor wishes to enter the secured area. Each submittal shall be an original document, with original signatures. Copies or facsimiles will not be accepted.

C. CONTRACTOR shall submit a sample of their company's Security Identification Badge.

D. CONTRACTOR shall submit a plan for City of Austin review and approval regarding COVID-19 Pre-Screening entry protocol and sign-in requirements for daily access to the project site for all personnel.

PART 2 - EXECUTION

2.1 WORK SCHEDULE

2.1.1 Inlet Facility

Normal work schedule at the Facility is between the hours of 6:30 A.M thru 4:30 P.M. Contractor intending to work outside of these hours or on weekends should get special clearance from the Project Manager and the Facility superintendent or manager.

2.1.2 Waterloo Park

Acces to Waterloo Park will need to be coordinated with the Project Manager and Facility superintendent to coordinate with Park Operations Staff.

2.2 SITE SECURITY

The CONTRACTOR shall be responsible for maintaining absolute site security and for following all provisions of this Specification in good faith. Failure to follow any of the provisions of this procedure shall be considered a breach of this CONTRACT.

2.2.1 Fences and Gates

All existing fences and gates shall be maintained secure. If existing fences or gates must be moved or removed, equally secure temporary fencing shall be erected to maintain site security before any removal is initiated. If there is no existing fencing, temporary fencing and gates, as identified in another section of these specifications, shall be erected before any other work is performed. Gates shall be maintained closed and locked at all times. If necessary for convenient access, a guard, fluent in speaking and reading English, may be stationed at the gate to open and close it. In addition, the guard shall notify the Contractor's Site Superintendent of the arrival of all deliveries and shall examine the Identification Badges of all personnel seeking to enter the site, to assure that only persons with proper Security Identification Badges are allowed to enter.

2.2.2 Buildings

All existing buildings shall be maintained secure. If access to an existing building is controlled by an existing security system, the CONTRACTOR, all SUBCONTRACTORS, and their respective employees shall follow the procedures for access.

2.3 PERSONNEL

Personnel access to the construction site shall be limited and access will be controlled by the use of Security Identification Badges. The CONTRACTOR shall be responsible for assuring that all personnel allowed to enter the work site have proper Security Identification Badges. A proper Security Identification Badge is a picture badge, either issued by the CONTRACTOR or SUBCONTRACTOR, or a badge issued by WPD. The CONTRACTOR shall deny access to any person lacking a proper Security Identification Badge. Any person discovered on the work site without a proper identification badge will be escorted off the site and may be subject to arrest by law enforcement authorities.

2.5 IDENTIFICATION BADGES

The CONTRACTOR shall provide Security Identification Badges for each of their employees and their SUBCONTRACTORS' employees. The badges shall be picture badges. The badge must be worn by all persons at all times while present on the work site, and must be worn above the waist and be clearly visible from the front.

2.6 PARKING

Due to limited parking spaces, contractors and their subcontractors are expected to park their vehicles outside the facility. If there are spaces for parking inside the facility, the WPD superintendent will notify the contractors through their project manager or superintendents.

APPENDIX A:

CONTRACTOR'S ACKNOWLEDGEMENT
CITY OF AUSTIN WPD
FACILITY SECURITY PROCEDURES FOR CONTRACTORS

PROJECT NAME: _____

CIP/PROJECT NUMBER: _____

By signing this document, I acknowledge that I have received and reviewed Specification 00819 and that I have read it and understand its contents. Furthermore, I agree to follow all the provisions contained therein.

CONTRACTOR: _____

PROJECT MANAGER:

_____ _____
Print Signature

SITE SUPERINTENDENT:

_____ _____
Print Signature

SUBCONTRACTOR: _____

PROJECT MANAGER:

_____ _____
Print Signature

SITE SUPERINTENDENT:

_____ _____
Print Signature

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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

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WAGE RATE DETERMINATION

Building Construction Type
County Name: TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision: TX20200271 05/07/2021 TX271 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 plus the DOL Fringes 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	**DOL Fringes**	**Total Minimum Wage Rate Required**
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	$ 23.97	$ 23.97	$ 10.79	$ 34.76
Boilermaker	$ 28.00	$ 28.00	$ 22.35	$ 50.35
Bricklayer	$ 20.07	$ 20.07	$ -	$ 20.07
Carpenter	$ 21.96	$ 21.96	$ 7.90	$ 29.86
Carpenter (Acoustical Ceiling Installation only)	$ 14.00	$ 15.00	$ -	$ 15.00
Carpenter (Form Work Only)	$ 15.62	$ 15.62	$ 0.05	$ 15.67
Cement Mason/Concrete Finisher	$ 15.71	$ 15.71	$ -	$ 15.71
Drywall Finisher/Taper	$ 17.06	$ 17.06	$ 4.43	$ 21.49
Drywall Hanger and Metal Stud Installer	$ 17.47	$ 17.47	$ 3.45	$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	$ 18.00	$ 18.00	$ 2.30	$ 20.30
** Electrician (Excludes Installation of Sound and Communication Systems	$ 29.44	$ 29.44	$ 8.97	$ 38.41
***Elevator Mechanic <5 years' experience	$ 43.72	$ 43.72	$ 36.85	$ 80.57
***Elevator Mechanic >5 years' experience	$ 43.72	$ 43.72	$ 38.43	$ 82.15
Floor Layer (Carpet)	$ 21.88	$ 21.88	$ -	$ 21.88
Glazier	$ 12.83	$ 15.00	$ -	$ 15.00
HVAC Mechanic (HVAC Unit Installation Only)	$ 23.78	$ 23.78	$ 6.89	$ 30.67
Ironworker, Ornamental	$ 25.26	$ 25.26	$ 7.13	$ 32.39
Ironworker, Reinforcing	$ 12.27	$ 15.00	$ -	$ 15.00
Ironworker, Structural	$ 20.73	$ 20.73	$ 5.24	$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	$ 15.00	$ -	$ 15.00
Laborer, Common or General	$ 11.44	$ 15.00	$ -	$ 15.00
Laborer, Mason Tender - Brick	$ 12.22	$ 15.00	$ -	$ 15.00
Laborer, Mason Tender - Cement/Concrete	$ 11.85	$ 15.00	$ -	$ 15.00

Laborer, Pipelayer	$ 12.45	$ 15.00	$ -	$ 15.00
Laborer, Roof Tearoff	$ 11.28	$ 15.00	$ -	$ 15.00
Operator, Backhoe/Excavator/Trackhoe	$ 19.43	$ 19.43	$ 3.49	$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	$ 13.00	$ 15.00	$ -	$ 15.00
Operator, Bulldozer	$ 14.00	$ 15.00	$ -	$ 15.00
Operator, Crane	$ 34.85	$ 34.85	$ 9.85	$ 44.70
Operator, Drill	$ 14.50	$ 15.00	-	$ 15.00
Operator, Forklift	$ 16.64	$ 16.64	$ 6.26	$ 22.90
Operator, Grader/Blade	$ 19.30	$ 19.30	$ -	$ 19.30
Operator, Loader	$ 14.00	$ 15.00	$ -	$ 15.00
Operator, Mechanic	$ 18.75	$ 18.75	$ 5.12	$ 23.87
Operator, Paver (Asphalt, Aggregate, and	$ 16.03	$ 16.03	$ -	$ 16.03
Operator, Roller	$ 11.25	$ 15.00	$ -	$ 15.00
Painter (Brush, Roller, and Spray, Excludes	$ 18.76	$ 18.76	$ 6.35	$ 25.11
Pipefitter (Including HVAC Pipe Installation)	$ 31.00	$ 31.00	$ 14.37	$ 45.37
Plumber, Excludes HVAC Pipe Installation	$ 23.57	$ 23.57	$ 6.37	$ 29.94
Roofer	$ 12.00	$ 15.00	$ -	$ 15.00
*Roofer, Metal	$ 14.05	$ 15.00	$ -	$ 15.00
Sheet Metal Worker (Excluding HVAC, Including HVAC Duct Installation)	$ 27.58	$ 27.58	$ 15.76	$ 43.34
HVAC Duct Installation Only	$ 27.29	$ 27.29	$ 15.08	$ 42.37
Sprinkler Fitter (Fire Sprinklers)	$ 31.68	$ 31.68	$ 22.50	$ 54.18
Tile Finisher	$ 11.32	$ 15.00	$ -	$ 15.00
Tile Setter	$ 16.35	$ 16.35	$ -	$ 16.35
Truck Driver, Dump Truck	$ 12.39	$ 15.00	$ 1.18	$ 16.18
Truck Driver, Flatbed Truck	$ 19.65	$ 19.65	$ 8.57	$ 28.22
Truck Driver, Semi-Trailer Truck	$ 12.50	$ 15.00	-	$ 15.00
Truck Driver, Water Truck	$ 12.00	$ 15.00	$ 4.11	$ 19.11
Waterproofer	$ 16.30	$ 16.30	$ 0.06	$ 16.36

http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX180323 or other sources.

1. ADDITIONAL TRADE INFORMATION

**Electricians - Including low voltage wiring for computers, fire/smoke alarms.
***Elevator Mechanics - also must be paid for 7 holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.
Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications

listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the 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.

2. WAGES

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. 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. City of Austin Ordinance No. 20160324-015 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. CREDITING FRINGE BENEFIT CONTRIBUTIONS TO MEET DBA/DBRA AND CITY OF AUSTIN REQUIREMENTS

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

> Life Insurance
> Health Insurance
> Pension
> Vacation
> Holidays
> Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (See 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. ANNUALIZATION OF BENEFIT COSTS

If a firm provides an electrician with $200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([$200 x 12 months] divided by 2080 hours = $1.15 per hour) should be used.

5. PROPER DESIGNATION OF TRADE

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. SPLIT CLASSIFICATION

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified f o r 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 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.

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

6.1 Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: **PLUM0198-005 07/01/2014**. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014. Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

6.2 Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: **SULA2012-007 5/13/2014**. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

6.3 Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: **UAVG-OH-0010 08/29/2014**. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

7. WAGE DETERMINATION APPEALS PROCESS

7.1 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.

7.2 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

7.3 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.

7.3 If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

7.4 All decisions by the Administrative Review Board are final.

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CONSTRUCTION TRAINING PROGRAM REQUIREMENTS

Section 00840

The **City of Austin Construction Training Program (the "Program")** is intended to train workers on City of Austin's construction projects in order to develop a pool of qualified, ready-to-work skilled and semi-skilled construction workers. This training commitment is not intended and shall not be used to discriminate against any applicant.

Training Requirement. Establishment of the Construction Training Requirement for each project will be based on project scope, dollar amount, and opportunities available to achieve the training requirements. The requirements will be established either prior to solicitation, or during contract negotiations, using the criteria in Charts A and B. Program requirements will be subject to availability of Trainees and Graduates.

Chart A - Evaluation Criteria
1. Material cost vs labor cost 2. Scope of work 3. Schedule of values (a comprehensive list of work for a particular project) 4. Project duration and schedule 5. Unique aspects of the project 6. Available training programs for the specific training plan 7. Workforce determined by the number of workers that will be on the project enough days to establish a training program.

Chart B – Construction Training Requirements	
Estimated Construction Cost	**Apprentice/ On-the-Job Training (OJT) /Construction Ready (CR) Trainee Requirements**
$500K to $2.5M	2 – Construction Ready Trainees*
Over $2.5M to $5M	4 - Construction Ready Trainees*
Over $5M to $10M	6 - Construction Ready Trainees*
Over $10M (Significant Budget)	OJT/Apprentice/Graduate/Trainee Minimum 15%

*These requirements may also be satisfied by workers enrolled in or graduated from DOL registered/approved training programs.

1. **DEFINITIONS**

1.1 *Capital Contracting Office (CCO)* – The City of Austin's Office responsible for administering the Construction Training Program

1.2 *City's Approved Minimum Wage Rate* – a minimum wage rate established by the City of Austin for workers performing construction activities on City of Austin contracts

1.3 *Construction-Ready Trainee* - a graduate or current trainee of a Pipeline training program, enrollee or graduate of a DOL-registered Apprenticeship Program, enrollee or graduate of a DOL-approved Training Program, and/or an enrollee or graduate of a DOL-certified Bilingual Training Program.

1.4 *Pipeline* - group of organizations that provide pre-employment, pre-apprentice, or apprentice readiness training related to construction

1.5 *Training Plan:* a plan identifying how a contractor intends to meet its training requirement, subject to OWNER's review and approval

1.6 *Construction Training Program Training Report* – a form provided by the OWNER which documents the contractor's training activities and trainee status

2. **TRAINING REQUIREMENT**

2.1 The Construction Ready Trainee requirement for this project is two (2).

3. **CONTRACTOR'S RESPONSIBILITIES**

3.1 No later than 10 business days after Council Award, the CONTRACTOR shall provide a Training Plan for OWNER's approval, specifying how the CONTRACTOR intends to satisfy the contract requirement. The CONTRACTOR will have fulfilled its responsibilities under Section 00840 of the contract by having complied with the CONTRACTOR's Training Plan approved by the OWNER.

3.2 In the event that a CONTRACTOR subcontracts a portion of the contract work, CONTRACTOR shall determine if the requirements of the program will be assumed by the subcontractor(s). The CONTRACTOR should ensure that this training provision is made applicable to such subcontract; however, the CONTRACTOR shall retain the responsibility for meeting the training requirements imposed by this provision.

3.3 Trainee must be paid at least the City's Approved Minimum Wage Rate.

3.4 OWNER will provide a list of available Pipeline organizations. The CONTRACTOR shall contact those Pipeline organizations as needed in order to recruit workers for the program.

3.5 The CONTRACTOR shall submit a Training Report to OWNER for each Trainee no later than 30 calendar days after the Notice-to-Proceed. This Training Report must be submitted monthly

thereafter for the duration of the project. This shall indicate work classification and graduation details, as well as training status changes. If a trainee is terminated or resigns, the CONTRACTOR is required to make a reasonable effort to replace the trainee within 30 calendar days.

3.6 For each trainee performing work on the project, the CONTRACTOR must submit to CCO a completed Employee Certification Form for each Trainee.

3.7 CONTRACTOR's **Reasonable Efforts to Comply.** The CONTRACTOR will be responsible for demonstrating the steps taken to meet the trainee requirement. If CONTRACTOR has fewer trainees employed on the project than specified in the Training Plan, the CONTRACTOR must submit evidence of recruitment efforts, including:

3.7.1 contacts made to OWNER for a current list of approved training providers
3.7.2 log of applicants contacted
3.7.3 log of training organizations contacted
3.7.4 documented outreach efforts made to all available training organizations (per current OWNER list) to satisfy the requirement
3.7.5 documentation of CONTRACTOR's recruitment efforts performed until program requirements are met or project is complete as part of the Construction Training Program Training Report

4. **NON-COMPLIANCE**

4.1 Lack of demonstrated reasonable effort to comply with the Construction Training Program will be reflected in the Contractor's Performance Evaluation and may impact the receipt of future business with the City of Austin.

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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, issued on _____, _____. **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)

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SAMPLE

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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 of the "Waller Creek Inlet Facility – Catenary Screen Pilot" project. The work will take place in and around a natural waterway. This Contract includes, briefly and without force and effect upon the documents, the following:

1. Installation of two (2) 8-foot catenary screen cleaning mechanisms. Installation of catenary screen cleaning equipment includes but is not limited to all rakes, chains, discharge chutes, motors, sprockets, and structural support structure.
2. Providing equipment access by modifying existing walls on the operations deck. Providing maintenance access by modifying the existing waterfall trough.
3. Installation of a new level sensor for pool elevation as shown on Plans. Set points will control the operation of the catenary cleaning equipment.
4. Installation of sump in the existing Pool floor for maintenance.
5. Installation of all power and control cables.
6. Cleaning of screens on Bay 4 after each rain event that occurs during construction.

7. Maintaining a diversion of natural dry weather creek flow away from Bay 4 working area during construction.
8. Removal of all construction debris and site clean up.
9. All remaining and associated items of work contained in the Contract Documents works as shown on PLANS.

1.22 Location of Project

A. The Project begins at the Waller Creek Inlet Facility at 500 East 12th Street, Austin, Texas. 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, wastewater, and stormwater 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.

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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.

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PART 1 - GENERAL

1.01 COORDINATION WITH OWNER

A. Coordination of OWNER's Work by Others: Reference Contract General Conditions for coordination of OWNER's Work by others, if any, and coordinate CONTRACTOR's Work with OWNER or OWNER's designated coordinator.

B. Other Work may be performed at site by others during scheduled performance of Work under these Contract Documents.

C. Other Contractors:
   1. Other Contractor and Contact Person: To be provided prior to Notice to Proceed or when available.

D. Waterloo Park Operations
   1. Park Operations Staff Contact Person: To be provided prior to Notice to Proceed or when available.

1.02 UTILITIES

A. Coordinate Work with various utilities within Project limits in accordance with the General Conditions. Notify applicable utilities prior to commencing Work, and if damage occurs, or if conflicts or emergencies arise during Work.

1.03 PROJECT MEETINGS

A. Reference Section 01200, "Project Meetings".

1.04 OTHER CONTRACTS

A. The OWNER may have other construction projects being performed simultaneously with this project at the site. Limits of construction and project work area for this project are indicated on the PLANS. Afford utility companies and other contractors reasonable opportunity for introduction and storage of their materials and execution of their work. Work under this contract connecting to work in other contracts must be carefully coordinated with that construction by others.

1.05 ACCESS FOR OTHERS

A. Access to all roads is to be maintained throughout construction period. Under no circumstances will access to roads be blocked or denied to traffic during construction of this Contract, unless noted on the PLANS.

1.06 OPERATION OF AND CONNECTION TO EXISTING FACILITIES

A. Existing stormwater facilities shall be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided.

B. 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.

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

1.07 OWNER'S OCCUPANCY

A. OWNER may occupy the premises during the period of construction for the conduct of its normal operations. Cooperate with OWNER in all construction operations to minimize conflict and to facilitate OWNER usage.

1.08 PARTIAL UTILIZATION BY THE OWNER

A. Reference the General Conditions for requirements regarding OWNER's utilization of a portion of the Work. Unless agreed in writing prior to OWNER's use, the following conditions to apply:
   1. CONTRACTOR's Responsibilities:
      a. Provide access for OWNER'S personnel.

1.09 PHYSICAL CONDITIONS

A. Exercise care to verify locations of existing subsurface structures and underground facilities.

B. Thoroughly check immediate and adjacent areas subject to excavation by visual examination (and by electronic metal and pipe detection equipment, as necessary) for indications of subsurface structures and underground facilities.

C. Make exploratory excavations where existing underground facilities or structures may potentially conflict with proposed underground facilities or structures. Conduct exploratory excavations in presence of ENGINEER and sufficiently ahead of construction to avoid possible delays to CONTRACTOR's Work. Notify ENGINEER at least 24-hours prior to excavation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CUTTING, FITTING AND PATCHING

A. General: Reference the General Conditions.
   1. Cut, fit, adjust, or patch Work and work by others, including excavation and backfill as required, to make Work complete.
   2. Obtain prior written authorization of ENGINEER before commencing Work to cut or otherwise alter:
      a. Structural or reinforcing steel, structural columns or beams, elevated slabs, trusses, or any other structural member.
      b. Weather- or moisture-resistant elements.
      c. Efficiency, maintenance, or safety of element.
      d. Work of others.
   3. Refinish surfaces to provide an even finish.
      a. Refinish continuous surfaces to nearest intersection.
      b. Refinish entire assemblies.
      c. Finish restored surfaces to such planes, shapes, and textures that no transition between existing work and proposed Work or proposed Work and work by others is evident in finished surfaces.
   4. Restore existing work, underground facilities, and surfaces that are to remain in completed Work including concrete-embedded piping, conduit, and other utilities as specified and as shown.

5. Make restorations with new materials and appropriate methods as specified for new Work of similar nature; if not specified, use best recommended practice of manufacturer or appropriate trade association.
6. Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces and fill voids.
7. Remove specimens of installed Work for testing when requested by ENGINEER.

3.02 CHEMICALS FOR START-UP (NOT USED)

3.03 - 3.10 (NOT USED)

3.11 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.

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SECTION 01046

SEQUENCE OF CONSTRUCTION

PART 1 GENERAL

1.01 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 Waller Creek Inlet Facility at Waterloo Park (hereinafter referred to as the Inlet Facility), 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 specification addresses the sequence of construction for the proposed Waller Creek Inlet Facility – Catenary Screen Pilot project. This sequence of construction only mentions components of Work that are sequence-sensitive, not all portions of Work required by Contract. CONTRACTOR is responsible for developing additional construction sequencing required for completion of the work.

C. All of the above components must be completed within the limits of construction and project phasing defined on the PLANS and SPECIFICATIONS. Other contractors will be preforming work on this site and this project work shall be coordinated with the work of these other contractors.

1.02 RELATED REQUIREMENTS

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

B. Work must be scheduled and performed to have minimal impact on the operations of the Inlet Facility, and must maintain continuous, unimpeded facility operations at all times, unless noted otherwise.

C. Although it is the OWNER's intent to accommodate the needs of the CONTRACTOR, the Inlet Facility operational requirements take precedence over CONTRACTOR's activities. Therefore, any interruption of facility operations must be planned and coordinated with the OWNER at least two (2) weeks prior to any required interruption and is subject to the operational requirements and constraints of the Inlet Facility.

D. CONTRACTOR shall coordinate his construction activities and limits of construction with other on-site Contractors to avoid "interruption of facility operations" and "interruption of park operations".

E. The work will take place in and around a natural waterway. CONTRACTOR will be responsible for coordination with the OWNER regarding a Significant Rain Event response as described later in this Specification. OWNER may direct CONTRACTOR to

stop work and vacate the work area when OWNER anticipates a rain event. However, CONTRACTOR is equally responsible for anticipating rain event and safe guarding his facilities and the site.

F. All electrical power transfers to be performed under unloaded conditions.

1.03 REFERENCES (NOT USED)

1.04 DEFINITIONS

A. "Interruption of facility operations" is defined as any activity that will result in a change in the current method of facility operation. CONTRACTOR shall request such "interruption of facility operations" from the OWNER no later than two (2) weeks prior to such need for "interruption of facility 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 facility operations as required to maintain unimpeded operations. An unanticipated need for "interruption of facility operations" may be accommodated at the sole discretion of the OWNER on a limited request basis only if such interruption will not adversely affect facility operations. Requests are to be submitted in accordance with Paragraph 1.06.

B. "Interruption of park operations" is defined as any activity that will result in a disruption to events scheduled at the park. CONTRACTOR shall request such "interruption of park operations" from the OWNER no later than two (2) weeks prior to such need for "interruption of park 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 park operations as required to maintain unimpeded operations. An unanticipated need for "interruption of park operations" may be accommodated at the sole discretion of the OWNER on a limited request basis only if such interruption will not adversely affect park operations. Requests are to be submitted in accordance with Paragraph 1.06.

C. 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.

D. The term "operational test" refers to the period of specified duration that the installed system is tested to verify operational integrity of a system prior to having the system be placed in-service.

1.05 SYSTEM DESCRIPTION

A. The Inlet Facility at Waterloo Park diverts floodwater from Waller Creek to Lady Bird Lake through a bypass tunnel. An existing dam structure at the Inlet Facility prevents floodwater from entering Waller Creek. The Inlet Facility consists of six (6) screen bays arranged in a semi-circle around the perimeter of the north face of the Inlet Facility. Each of these six (6) screen bays include a stainless steel bar screen that is approximately 16 feet wide and 30 feet high, installed at a 75 degree angle to facilitate cleaning by the existing bosker cleaning equipment. Modifications in this area include, but are not limited to:

1. Replacing the bosker cleaning equipment at Screen Bay 4 with two (2) 8-foot catenary screen cleaning mechanisms. The operation of the existing bosker cleaning equipment will be maintained for the other screens during the pilot study. Installation of catenary screen cleaning equipment includes but is not limited to all rakes, chains, discharge chutes, motors, sprockets, and structural supports.

2. Providing equipment access by modifying existing walls on the operations deck. Providing maintenance access by modifying the existing waterfall trough.

3. Providing a new level sensor for pool elevation at the location shown on the PLANS. Set points will control the operation of the catenary cleaning equipment.

4. Providing a sump in the existing Pool floor for maintenance.

B. Electrical System: The major existing equipment of the power distribution system is located indoors in the Electrical Room of the existing Inlet Facility Building. Contractor shall provide power, as shown on the electrical drawings, to the catenary screen cleaning equipment.

1. Modifications in this area include, but are not limited to:

a. Installation of power and control cables to each catenary screen cleaning equipment motor in Screen Bay 4.

b. Installation of power and control cables to the level sensor equipment.

c. Please refer to the PLANS for additional information and requirements.

C. Instrumentation and Control System: The existing control system architecture for the Inlet Facility consists of programmable logic controllers (PLCs). The existing PLCs are located indoors in the air conditioned electrical room inside of the Inlet Facility building.

1. Modifications in this area include, but are not limited to:

a. Programming the packaged control system to control the operation of each catenary screen cleaning equipment based on water surface elevation levels in the Inlet Facility pool using the proposed level instrument.

b. OWNER shall modify programming of existing bosker cleaning equipment to bypass Screen Bay 4.

1.06 SUBMITTALS

A. Furnish in accordance with Specification Section, “Submittals”.

1. CONTRACTOR’s sequence of construction defining work to be performed, including the following items

a. Definition of the start date, duration and end date for each of the segments of work defined in Part 3 – EXECUTION.

b. 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.

c. Definition of dates that the CONTRACTOR will not be allowed access to the Inlet Pool or has to limit construction activities due to planned events at the park. CONTRACTOR shall coordinate weekly with Park Operations and Inlet Facility Operations staff to identify future dates and times of planned park events.

2. Provide a list of any interruption of facility operations that is required as part of this project, define purpose for interruption; location(s) of the interruption, date and time of interruption; and duration of interruption.

   a. Interruption required by Contractor

3. Provide a list of any interruption of park operations that is required as part of this proiect, define purpose for interruption, location(s) of the interruption, date and time of interruption, and duration of interruption.

   a. Interruption required by Contractor

4. Maintain and distribute weekly a three (3)-week look ahead schedule that will include other work by the Owner, Contractor, and Park Operator as it is provided.

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

6. For construction equipment, submit spill prevention plans and procedures to Engineer for review and approval prior to the start of construction.

   a. Plan shall include procedure the Contractor proposes to follow if there is a spill to implement containment and clean up. Define containment and clean up kits that will be on hand at the job site at all times.

   b. Construction equipment shall be equipped with spill prevention measures and fuel secondary containment, or gas driven machineries shall be utilized.

   c. The Contractor is limited to the types of fuel products for equipment that are used for construction inside the Inlet Pool. The following fuel products may be used during construction:

      (1) Propane or compressed natural gas

      (2) Biodiesel (B100) meeting ASTM D6751-08. Note that biodiesel blends with petroleum diesel will not be allowed without written consent by the Owner.

      (3) Straight vegetable oil (SVO) or pure plant oil (PPO)

      (4) Gasoline / diesel generators are not permissible except for emergency backup. Gasoline fuels and fueling locations must be at least 100 feet from the Waller Creek Inlet Pool.

   d. The Contractor is limited to vegetable based hydraulic fluids for equipment that will be used within the dewatered area of the Waller Creek Inlet Pool. Except when authorized by the Owner in writing, hydraulic fluids must meet the following specifications:

(1) Biodegradability: 80% degradable within 21 days per CEC L-32-A-94.

7. Confined space ventilation system procedure, where applicable.

8. Plan for Inlet Pool evacuation and re-entry. Location of readily visible location where plan will be posted on site.

9. Plan for when an anticipated and/or actual rain event brings water into the Inlet Pool during the course of work in accordance with Section 3.02.D. Plan shall include post-storm clean-up procedures including provisions for drying and disposal of mud/sediment.

10. Plan for diversion of dry weather and wet weather creek flow in accordance with Section 3.02.C.

11. Daily reports on construction progress corresponding to sequence of construction. Daily Reports shall include information obtained from the National Weather Service website for Austin/Camp Mabry for forecasted conditions.

1.07 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 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

3.01 GENERAL SEQUENCE

A. This sequence of construction is a suggested 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. All the construction work that will impede full operational performance of the Inlet Facility shall be completed before the date established in Contract Documents for Substantial Completion.

D. Prior to performing work in any confined spaces, CONTRACTOR to provide personnel access, ventilation and lighting adequate to comply with all local, state and federal confined space regulations for working in that specific environment. These provisions are to be coordinated with the OWNER to avoid or minimize impact on Inlet Facility operations.

E. CONTRACTOR shall test any temporary bypass pumping systems, prior to use.

F. CONTRACTOR shall be responsible for providing scaffolding support system as needed to access the work area and perform the work.

3.02 CATENARY SEQUENCE

A. General:

1. The Inlet Facility Pool receives stormwater from Waller Creek and an existing stormwater collection system on Red River Street. In addition, there is a constant stream flow in Waller Creek. The CONTRACTOR shall perform the work while the Inlet Facility is open to accept waters from Waller Creek and other local storm drains during a rain event. Temporary diversion and/or bypass pumping will need to be provided by the CONTRACTOR for dry weather stream flows and to include all measures to ensure that turbid water is not released into Waller Creek downstream of the work.

2. Coordinate with OWNER at least two (2) weeks in advance for schedule to dewater Inlet Facility Pool in order to install catenary mechanisms and support structures within Screen Bay 4. Dewatering of Inlet Facility Pool will be performed by OWNER. Contractor shall be aware that the Inlet Facility Pool will be filled by OWNER prior to a storm event and pass flow through all six (6) screen bays. See Section below regarding rain event response.

3. Contractor shall obtain approval of OWNER at least two (2) weeks in advance of all isolation systems prior to starting installation.

4. Work includes installation of two (2) catenary screen cleaning mechanisms on the existing bar racks within Screen Bay 4 without impeding the operations of the other screen bays in the event of a storm. CONTRACTOR to schedule the work to minimize bypass pumping and any interruption of Inlet Facility operations.

5. Bypass pumping and any interruption of Inlet Facility operations are to be coordinated with the OWNER at least two (2) weeks in advance.

6. Access to the Inlet Pool is through Waterloo Park which may be under construction. CONTRACTOR shall coordinate at least two (2) weeks in advance with Park Operations for access to the ramp to the Inlet Pool. Under direction from Park Operations, CONTRACTOR shall coordinate with other contractors on-site for access to the ramp to the Inlet Pool.

7. Access to the screening area through the Inlet Facility is available through existing roll-up doors which have an opening height of 11.5 feet.

B. Inlet Pool Dewatering

1. Contractor shall monitor weather reports and work with the OWNER to minimize the number of times the Inlet Pool needs to be dewatered and the duration of each event. Other than due to rainfall storm flow, the Inlet Pool shall not be dewatered more than two (**2)** times and each time for no more than **30** calendar days. The Contractor shall make every effort to reduce the time it takes to complete the work within the empty Inlet Pool. Dewatering of the Inlet Facility Pool will be performed by OWNER.

2. All required equipment and materials to be present on site at least 24 hours before any dewatering operations of the Inlet Pool. CONTRACTOR shall confirm all materials and equipment necessary to perform the work is on site. Failure to meet this requirement will cause the work to be rescheduled.

3. All equipment and materials will be required to be removed from the Inlet Pool area at the end of each work day to allow Inlet Facility operation overnight in the event of a storm.

4. Following a storm, CONTRACTOR shall coordinate with OWNER to discuss scheduling around cleanup activities before work can re-start in the Inlet Pool.

C. Civil

1. Dry weather flows from Waller Creek can still enter the Inlet Pool after the Pool has been dewatered. In addition to creek flow, there are dry weather flows from storm drains downstream of 14th Street. Total flow rates of approximately 0.5 cubic feet per second (cfs) can be expected during dry weather.

2. After a rain event, wet weather flows from Waller Creek can still enter the Inlet Pool after the Pool has been dewatered. Total flow rates of approximately 3.0 cfs can be expected after a rain event has passed.

3. CONTRACTOR shall provide, install, and maintain all temporary diversion methods and creek/stormwater bypass pumping systems etc. necessary to safeguard its work area adequately to allow for completion of construction at Screen Bay 4.

4. If desired, the Contractor may coordinate with the OWNER on diverting creek flow into the Pond Drain Gate.

5. The CONTRACTOR shall immediately notify the OWNER of any accident or spill caused by the CONTRACTOR during the course of the work. The CONTRACTOR shall be responsible for all costs associated with the cleanup, disposal of materials, and remediation of the spill, including any fines, penalties, or other costs and damages imposed upon the OWNER by any agency or private party as a result of the accident/spill or improper discharge by the CONTRACTOR.

D. Rain Event Response

1. The work will take place in and around a natural waterway and CONTRACTOR shall be prepared to address the impacts to the work during a rain event that will impact the Waller Creek watershed.

2. A significant rain event for this Contract is defined as any event predicted by the National Weather Service for Austin/Camp Mabry which 24 hours in advance of the commencement of rain, the predicted amount is 1/4-inch of rainfall or more over a 24-hour period. However, the OWNER reserves the right to declare a significant rain event and the CONTRACTOR shall begin removal of personnel and equipment at the time requested by the OWNER.

3. CONTRACTOR shall check the National Weather Service website for Austin/Camp Mabry no later than 8:00 AM CST each day work is to be performed. Documentation of this activity shall be included in the daily report.

4. CONTRACTOR shall provide an estimated time to remove all personnel and equipment out of areas of potential inundation to above elevation 486 feet at the Inlet Facility. This shall be included in the daily activity report.

5. CONTRACTOR is responsible for monitoring weather to determine/anticipate a significant rain event. When an event is identified, CONTRACTOR shall notify

the OWNER and then remove all personnel and equipment from the Inlet Pool. If the OWNER determines a significant rain event is anticipated, the OWNER will require the CONTRACTOR to remove all personnel and equipment so the Inlet Pool level can be raised by pumping in water. CONTRACTOR shall coordinate with OWNER's staff to determine when access will be reinstated to the Inlet Facility and Inlet Pool. CONTRACTOR is fully responsible for any flood borne equipment and material damages and losses which was not properly removed from the Inlet Pool.

6. CONTRACTOR shall be aware that the working conditions may be different after a rain event. Prior to construction, the OWNER will dewater and clean the surface of the Inlet Pool. Following any subsequent rain event, the OWNER will dewater the Inlet Pool and remove large debris but will not remove mud, dirt, sand, etc. from the Inlet Pool floor. There is potential for approximately 6 inches of mud to remain after cleaning. This will generally allow for access with rough terrain (RT) all terrain type vehicles. If additional clean up is needed to continue work, it shall be the responsibility of the CONTRACTOR. Contractor shall not move and/or stockpile mud or debris in any way that will impede conveyance of stormwater.

7. Throughout the duration of the construction contract, the CONTRACTOR will be responsible for removing and disposing any debris that is stuck on the screens of Screen Bay 4 within 24 hours of a rain event.

E. Catenary Installation

1. Dewatering of the Inlet Facility Pool is subject to forecast weather conditions and cannot be performed if wet weather is pending. Consequently, CONTRACTOR must effectively utilize opportunities to access facilities when the Inlet Facility Pool is dewatered.

2. Prior to start of fabrication of catenary screen cleaning mechanism, CONTRACTOR shall visit the site and define the following:

   a. Confirm all dimensions shown on construction plans adequately to facilitate fabrication of catenary screen cleaning mechanism. Dimensions include vertical dimensions necessary to define the full travel path of the mechanism. If this requires the Inlet Facility Pool to be drained, schedule site visit to accommodate this requirement.

   b. Define all concrete demolition requirements required by construction contract drawings and catenary screen cleaning mechanism installation.

3. Based on dimensions obtained, prepare fabrication drawings for catenary screen cleaning mechanism. Provide fabrication drawings to Engineer for review. Drawings shall define provisions for potential field adjustments necessary for final installation.

4. Define Contractor's proposed sequence of construction planned for installation of catenary screen cleaning mechanism. The proposed sequence of construction shall be defined to minimize the amount of time the Inlet Facility Pool must be dewatered. It is anticipated this may consist of the following:

   a. Concrete demolition and construction to precede the installation of the catenary screen cleaning mechanism.

b. Installation of the catenary screen cleaning mechanism drive units at the operating deck.

c. Installation of electrical and instrumentation and controls.

5. When the Inlet Facility Pool is dewatered, Contractor's proposed sequence of construction shall define the following:

a. Installation of all support members, below the operating deck at elevation 486 feet, and catenary screen cleaning mechanism necessary for a complete installation.

b. Confirm all alignment and tolerances are within Manufacturer's recommendations.

c. Perform operational test of the catenary mechanism in a dry condition as identified in the Catenary Equipment Specification 11321. Testing shall use simulated signals per electrical and I&C specifications. Confirm cleaning mechanisms operate per the Contract Documents prior to filling the Inlet Pool to perform the wet condition testing.

6. Perform operation test of the catenary mechanism in a wet condition as identified in the Catenary Equipment Specification 11321. Testing shall use simulated signals per electrical and I&C specifications. Confirm cleaning mechanisms operate per the Contract Documents prior to starting testing with actual storm events per the Specifications.

F. Level Sensor

1. Install level sensor and associated appurtenances. Coordinate with catenary installation when the Inlet Pool is dewatered. Install electrical and I&C for level sensor operation.

2. Perform operational test of the level sensor per electrical and I&C specifications.

G. Inlet Pool Sump

1. Install sump and associated appurtenances in parallel with catenary installation when the Inlet Pool is dewatered.

3.03 PREPARATION

A. Civil / Mechanical

1. 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.

2. CONTRACTOR shall provide, install, and maintain all spill prevention and secondary containment measures throughout the project.

B. Electrical

1. CONTRACTOR shall protect existing electrical fixtures in its work area from its construction operations, and shall provide temporary lighting as required to facilitate its operations and to protect both CONTRACTOR's and OWNER's personnel.

3.04 RETURNING FACILITIES TO SERVICE

A. General

1. CONTRACTOR shall clean-up each work area prior to facilities manager placing facilities into service.

B. Mechanical

1. CONTRACTOR shall remove all temporary facilities, such as access, lighting, and ventilation system, immediately following the need for such temporary facilities.

C. Electrical

1. CONTRACTOR shall reinstate the existing electrical fixtures in its work area (previously protected to facilitate its work), and shall remove his temporary lighting facilities.

3.05 MEASUREMENT AND PAYMENT

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 OF SECTION

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 are shown on the PLANS. 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

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Documents related to this section will include the construction drawings and general provisions of the Contract, including the General Conditions, Section 00700, Supplemental General Conditions, Section 00810, and other Division 1 requirements.

1.2 SUMMARY

A. This section describes the preconstruction conference and other Project related meetings which may be held on a routine schedule throughout the duration of the Project.

B. The CONTRACTOR, or his authorized representative(s), shall attend all Project related meetings as indicated herein. The CONTRACTOR's representatives, as a minimum, shall include his Project Manager and Superintendent. Other CONTRACTOR's representatives may attend Project related meetings; however, there shall be a maximum of four (4) CONTRACTOR's representatives at any one meeting unless the ENGINEER/ARCHITECT approves a larger number.

C. The CONTRACTOR shall provide all pertinent reports, copies of reports, etc., for each meeting as may be required by this or other sections of the Contract.

1.3 PARTNERING WORKSHOP

A. To complete this work most beneficially for all parties, the Owner desires to form a Partnering Team among the Owner, Engineer/Architect, Contractor, and Subcontractor(s). This relationship will draw on the strength of all parties to identify and achieve mutual goals. The objectives are effective and efficient contract performance, intended to achieve completion within budget, on schedule, and in accordance with the drawings and specifications.

B. The Owner will schedule a Partnering Workshop independent of or in conjunction with the Preconstruction Conference, to facilitate the project objectives. The partnering relationship will be multilateral in makeup and participation will be totally voluntary.

1.4 PRECONSTRUCTION CONFERENCE

A. Attendees

A preconstruction conference shall be held as soon after the award and execution of the Contract as possible and before any Work at the site is started. The conference will be held at a location selected by the Owner's Project Manager. The Owner's Project Manager shall prepare and distribute the meeting agenda, preside over the conference, and may distribute meeting minutes. The conference shall be attended by:

1. CONTRACTOR's Project Manager.
2. CONTRACTOR's Superintendent.
3. Any Subcontractors' and/or Suppliers' representatives whom the CONTRACTOR may desire to invite or whom the ENGINEER/ARCHITECT or OWNER may request to attend.
4. ENGINEER/ARCHITECT's representative.
5. OWNER's Project Manager.
6. OWNER's REPRESENTATIVE
7. OWNER's Sponsor Department Representative.

8. Representative from the City of Austin, Transportation Department if a traffic management plan is required.
9. Representative from the City of Austin, Watershed Protection and Development Review Department, Environmental Inspection Division, if site erosion / sedimentation controls are required.
10. Representative from the City of Austin, Transportation Department if utility coordination has occurred through the Austin Utility Location and Coordination Committee.
11. Representative from the City of Austin, Contract Management Department, Contract Administration Division, to discuss wage.
12. Representative from the City of Austin, Small and Minority Business Resources Department to discuss M/WBE compliance.

B. Meeting topics

The topics to be discussed may include, but will not be limited to, the following items:

1. Introduction of persons attending the meeting.
2. General project description, including length of contract and liquidated damages.
3. Key personnel associated with the construction (may include, but is not limited to the following):
   - CONTRACTOR's Project Manager
   - CONTRACTOR's Superintendent
   - OWNER's Project Manager
   - ENGINEER/ARCHITECT's representative
   - OWNER's Sponsor Department Representative.
   - Representatives of the various utilities.
4. Lines of communication and chains of command.
5. Wage and personnel records and reporting requirements.
6. Subcontractors and suppliers.
7. Submittal review and approval procedure. Submittals may include, but are not limited to the following:
   - Letter stating the name and qualifications of the CONTRACTOR's Superintendent
   - Letter(s) from the Subcontractor(s) listing their salaried specialists
   - If applicable, a letter designating the Registered Professional Land Surveyor
   - If applicable, a letter designating the Safety Representative (for general project safety) and the "Competent Person" for excavation safety
   - Excavation Safety Systems Plan
   - Schedule of Values
   - Schedule for submittals
   - Shop drawings
   - Construction schedule (The schedule shall indicate the phases of work in which subcontractors will be participating. Subcontractors shall be indicated by name.)
   - Payroll reports
   - Substitution of subcontractors
   - Non-use of asbestos materials affidavit
   - Appropriate safety training certificates for workers that will initially be on site

- Documentation for all workers initially on site who are governed by a prevailing wage classification as described in Section 00830.
- Construction Equipment Emissions Reduction Plan

8. Job and traffic safety.
9. Permits.
10. Utility coordination report.
11. Notification of property owners and other affected by the project
12. Job meetings.
13. Use of the site for construction, storage, staging, etc., and interrelationship with other contracts.
14. Equal opportunity requirements.
15. Laboratory testing of material requirements.
16. Inventory of materials stored on site provisions.
17. Progress estimate and payment procedure.
18. Posting of signs.
19. Project safety.
20. Prompt payment procedure.
21. Review of contract - addenda, supplementary general conditions, special provisions, special specifications, and other unique project items.
22. Other

1.5 JOB MEETINGS

A. General

Job meetings shall be held as deemed necessary by the ENGINEER/ARCHITECT or OWNER or as requested by the CONTRACTOR throughout the duration of the Project. The meetings shall be held at a location selected by or approved by the Owner's Representative. The OWNER's REPRESENTATIVE or CONTRACTOR, as agreed to, shall preside over the meeting and issue meeting minutes.

B. Attendees

Job meetings will be attended by the following:

1. CONTRACTOR's Project Manager, when requested to attend.
2. CONTRACTOR's Construction Superintendent.
3. Any subcontractors' and/or suppliers' representatives whom the CONTRACTOR may desire to invite or whom the ENGINEER/ARCHITECT or OWNER requests to attend.
4. OWNER's REPRESENTATIVE
5. ENGINEER/ARCHITECT's representative(s), if needed or required.
6. OWNER's PROJECT MANAGER, if needed or required
7. OWNER's Sponsor Department representative(s), if needed or required.

C. Meeting topics

The topics will include, but not necessarily be limited to, the following subjects:

1. Review of previous meetings' notes and update of pertinent information and Project status.
2. Identification and discussion of new job related construction problems. Such discussion will be toward resolving identified problems.
3. Review work accomplished to date and establish proposed construction activities for the upcoming week(s).
4. Discuss the status of or need for change orders.
5. Check of required bonds and insurance certificates (including Workers' Compensation Insurance verification for CONTRACTOR's, Subcontractor's, and Sub-Subcontractor's employees as stated in Section 00700, General Conditions, 5.2 Workers' Compensation).
6. Status of pay requests.
7. Work in progress.
8. Review and update construction schedule.
9. Review of submittals schedule and status of submittals.
10. Status of SMBR Compliance Plan.
11. Status of Safety Training certificates for all new workers on project.
12. Other.

1.6 OTHER MEETINGS

Other meetings shall be held from time to time as may be requested by the CONTRACTOR, the ENGINEER/ARCHITECT, or the OWNER. The time and place of the meetings shall be as mutually agreed upon. The attendance at the meetings shall be as requested by the party requesting the meeting.

END

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

The Contractor prepares submittals. Drawings and general provisions of Contract, including Section 00700, "General Conditions"; Section 00810, "Supplemental General Conditions"; Division 1 requirements and City of Austin Technical Specifications and Special Provisions thereto, should be used as the related documents for this requirement.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Security plan.
2. Contractor's construction schedule.
3. Submittal schedule.
4. Shop drawings.
5. Product data.
6. Samples.
7. Quality assurance and quality control submittals, including calculations, mix designs and substantiating test results.

B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits.
2. Applications for Payment.
3. Performance and Payment bonds.
4. Insurance certificates.
5. Monthly Subcontractors expense report.
6. Non-use of asbestos affidavits

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

1. Section 00700, "General Conditions"; Section 00810, "Supplemental General Conditions"; and/or Division 1, Section 01025, "Measurement and Payment" specifies requirements for submittal of the Schedule of Values.

2. Division 1, Section 01200, "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

3. Section 00700, "General Conditions"; Section 00810, "Supplemental General Conditions"; and/or Division 1, Section 01700, "Contract Close-out" specifies requirements for submittal of Project Record Documents and warranties at project close-out.

4. Section 00700, "General Conditions" Article 6.2.4 specifies requirements for Substitutes and "Approved Equal" Items.

D. Technical Submittals: Technical information required to be submitted by the Standard Specifications, Special Provisions or Special Specifications.

PART 2 - PRODUCTS - not used

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

Contractor shall be responsible for the following:

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals or resubmittals concurrently.

a. The E/A reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

a. Allow fourteen (14) calendar days for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.

b. If an intermediate submittal is necessary, process the same as the initial submittal.

c. Allow fourteen (14) calendar days for processing each resubmittal.

d. No extension of Contract Time will be authorized because of failure to transmit submittals to the E/A sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 inches by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

a. Project name.
b. Date.
c. Name and address of the Contractor’s Engineer.
d. Name and address of the Contractor.
e. Name and address of the subcontractor.
f. Name and address of the supplier.
g. Name of the manufacturer.
h. Number and title of appropriate Specification Section.
i. Drawing number and detail references, as appropriate.

C. Number of Copies:

1. Two (2) copies of the proposed Construction schedule and subsequent revision are required.

2. Two (2) copies of the proposed Submittal schedule and subsequent revision are required.

3. Nine (9) copies of Shop Drawings, Product, Product Samples, Quality Assurance and Quality Control submittals are required.

D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the E/A through the Owner's Representative using a transmittal form (An example Transmittal Form is provided at the end of this section). The E/A will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

2. Number transmittals in sequence for each Series of the Specifications thus: x-xxx. The number after the dash indicates the Section of the Specifications, and the number before the dash is the sequence number of the transmittal. For example, the first item submitted related to Specification Item No. 506, "Manholes" would be labeled **1-506**, the second item submitted would be labeled **2-506**, etc. If the submittal item relates to a Special Provision or Special Specification, use **SP506** or **SS5061**, for example, to indicate the applicable Specification Section. Identify resubmittals with a letter of the alphabet following the original sequence number, using "A" for the first resubmittal, "B" for the second resubmittal, etc. For example, the first resubmittal of the second item submitted for Specification SP506 would be labeled **2A-SP506**.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Construction Schedule: As described in Section 2.4.2 of Section 00700 "General Conditions", prepare a fully developed Contractor's construction schedule ("Baseline Schedule") using Microsoft Project© software unless otherwise approved by Owner's Representative. Submit Baseline Schedule prior to or at the preconstruction conference, and submit updated schedules as specified by the E/A, usually at each regularly scheduled Project Meeting and with each pay application.

1. Detail each significant construction activity and use a weekly timeframe for the schedule. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."

2. With each update, revise task completion percentage and mark completed tasks.

3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.

4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the critical path items and the sequences necessary for completion of related portions of the Work.

5. Indicate the phases of work in which subcontractors will be participating. Subcontractors shall be indicated by name.

6. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.

7. Indicate substantial completion in advance of the date established for Final Completion to allow time for the E/A's procedures necessary for certification of Substantial and Final Completion.

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

C. Cost Correlation: Within the Baseline Schedule, provide cost information indicating planned and actual costs. On the appropriate task line(s), show dollar volume of Work performed as of the dates used for preparation of applications for payment. Refer to Section 00700, "General Conditions", Article 14 Payment to Contractor and Completion for cost reporting and payment procedures.

D. Distribution: Following response to the Baseline Schedule submittal, distribute electronic copies to the E/A, subcontractors, suppliers, and other parties required to comply with scheduled dates. Keep a copy at the Project Site at all times.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made and as requested by the E/A. Issue the updated schedule concurrently with the report of each meeting, or as requested by the E/A.

3.3 SUBMITTAL SCHEDULE

A. Concurrently with the development of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the initial Submittal Schedule along with the Construction Schedule, at, or prior to, the Pre-construction Conference.

1. Coordinate Submittal Schedule with the list of subcontractors, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.

2. Prepare the schedule in chronological order. Provide the following information:

a. Scheduled date for the first submittal.
b. Related Section number or Specification number.
c. Submittal category (Shop Drawings, Product Data, Calculations, Test Results, or Samples).
d. Name of the subcontractor.
e. Description of the part of the Work covered.
f. Scheduled date for resubmittal.
g. Scheduled date for completion of the E/A's review.

B. Contractor's schedule of submittals will be reviewed to verify that the list of submittals provided is all inclusive and the schedule is reasonable and realistic for delivery of the project. Owner will provide a response to the Contractor based on the assessment of the schedule of submittals.

C. Distribution: Upon Owner's agreement with the schedule of submittals, print and distribute copies to the Owner's Representative, E/A, Owner, subcontractors, suppliers, and other parties required to comply with submittal dates indicated. Keep copies at the Project Site at all times.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

D. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting, or as requested by the E/A.

3.4 CONSTRUCTION SEQUENCE PLANS

The Contractor is required to submit construction sequence plans to the City at, or prior to, the pre-construction conference for approval. The Project shall be divided into phases according to the sequence of construction given in the Drawings and traffic control plans. The Contractor shall arrange his/her work schedule to complete all Work on each phase, including street repair, any valve casting or manhole adjustments, and street overlay before moving on to the next work area.

3.5 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, circle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions;
2. Identification of products and materials included by sheet and detail number;
3. Compliance with specified standards;
4. Notation of coordination requirements; and
5. Notation of dimensions established by field measurement.
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 24 inches by 36 inches.
7. Do not use Shop Drawings without an appropriate stamp indicating action taken.

3.6 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, applicable certifications and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:

   a. Manufacturer's printed recommendations;
   b. Compliance with trade association standards;
   c. Compliance with recognized testing agency standards;
   d. Application of testing agency labels and seals;
   e. Notation of dimensions verified by field measurement; and
   f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

3. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

   a. Do not proceed with installation until a copy of the final submission of Product Data is in the Installer's possession.

   b. Do not permit use of unmarked copies of Product Data in connection with construction.

4. Potable Water, Reclaimed Water, and Wastewater Items or Projects: The Contractor shall submit descriptive information and evidence that the materials and equipment the Contractor proposes for incorporation into the Work is of the kind and quality that satisfies the specified functions and quality. **Austin Water Utility Standard Products Lists (SPL)** are a part of the Specifications. Contractors shall use products specified in the Contract Documents, listed on the SPLs, or approved by AWU through the process in Section 2.4.0 of the Utilities Criteria Manual. Products contained in the SPL cannot be substituted for items shown on the Drawings, or called for in the specifications, unless approved by the E/A in conjunction with the Austin Water Utility Standards Committee. **Unless otherwise specified,** products current

at the time of solicitation shall be installed except where an updated List has been issued to remove a product because of quality or performance issues.

3.7 SAMPLES

A. Submit full-size, fully fabricated Samples cured and finished when specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. Mount or display Samples in the manner to facilitate review of qualities indicated. Include the following:

   a. Specification Section number and reference;
   b. Generic description of the Sample;
   c. Sample source;
   d. Product name or name of the manufacturer;
   e. Compliance with recognized standards; and
   f. Availability and delivery time.

2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

   a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.

   b. Refer to other Specification Sections for requirements of Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

   c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.

   d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.

3. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.

   a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

   b. Sample sets may be used by Owner for final acceptance of the construction associated with each set.

B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

3.8 QUALITY ASSURANCE AND QUALITY CONTROL SUBMITTALS

A. Submit quality assurance and quality control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, materials test results, field testing and inspection reports, and other quality-control submittals as required under other Sections of the Specifications.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a

certification from the manufacturer or responsible Engineer certifying compliance with specified requirements.

1. Signature: Certification shall be signed by an officer of the corporation or other individual authorized to sign documents on behalf of the company.

C. Calculations: When required in the technical specification, calculations shall be prepared and stamped by a Professional Engineer registered in the State of Texas.

D. Concrete, Controlled Low Strength Material, Asphalt Stabilized Base and Hot Mix Asphaltic Concrete Mix Designs and Substantiating Test Data: Requirements for submittal of mix designs and substantiating test data are specified in the applicable Technical Specification Section. Each separate batch plant supplying ASB, HMAC and/or concrete shall submit mix designs to the Owner's Representative for review.

3.9 ENGINEER/ARCHITECT'S ACTION

A. Except for submittals, for the record, or for information where action and return is not required, the E/A will review each submittal, mark to indicate action taken, and return within the time frame specified in Paragraph 3.1.A.3.

1. Compliance with specified characteristics is the Contractor's responsibility.

B. Action Stamp: The E/A will stamp each submittal with a uniform, action stamp. The E/A will mark the stamp appropriately to indicate the action taken, as follows:

1. "Reviewed": the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.

2. "Reviewed with Comments": the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

3. "Revise and Resubmit" or "Rejected": do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations and resubmit without delay. Repeat if necessary to obtain different action mark.

   a. Do not use, or allow others to use, submittals marked "Revise and Resubmit" or "Rejected" at the Project Site or elsewhere where Work is in progress.

4. Other Action: Where a submittal is for information, or for record purposes, or for special processing, or for other activity, the E/A will return the submittal marked "Record Copy", "Action Not Required" or "No Action Taken."

C. Unsolicited Submittals: The E/A will return unsolicited submittals to the sender without action.

3.10 PREPARATION AND SUBMITTAL OF CONSTRUCTION RECORD DRAWINGS

The Owner's Representative and the Contractor's Superintendent will each maintain a set of bluelines noting any changes in ink during construction of the Project. The Owner's Representative and the Contractor's Superintendent will compare bluelines at least weekly (at a time mutually acceptable to both) to exchange information and compare notes to ensure all items installed and changes are documented. The following is a recommended minimum of items to be noted:

<u>GENERAL</u>

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.

<u>STREET RECONSTRUCTION AND OVERLAY PROJECTS</u>

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

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PART 1 GENERAL

1.01 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:
1. Progress of Work to within 5 working days prior to submission;
2. Changes in Work scope and activities modified since submission;
3. Delays in Submittals or resubmittals, deliveries, or Work;
4. Adjusted or modified sequences of Work;
5. Other identifiable changes; and
6. 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. 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.
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.

1.02 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 subcontracts, Schedule of Values, and the list of products as well as the Progress 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. Distribution: Following OWNER's response to the initial submittal, 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.

1.03 PROGRESS SCHEDULE

A. General

1. 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.
2. 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.
3. Base schedule on standard 5-day work week.
4. Coordinate the Progress Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
5. Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
6. 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.
7. Shop drawing submittals, including float for review time, are to be shown as specific activities on critical path items.
8. O&M Manual submissions are to be clearly shown as a separate task item on the schedule.
9. 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.
10. 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.
11. Use Microsoft Project latest version or a compatible and approved software.

B. Format

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

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

e. 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".

f. 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.

g. 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.

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

2. 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.

1.04 NARRATIVE PROGRESS REPORT

A. Include, as a minimum:

1. Summary of Work completed during the past period between Narrative Progress Reports.
2. Work planned during the next period.
3. Explanation of differences between summary of Work completed and Work planned in previously submitted Narrative Progress Report.
4. Current and anticipated delaying factors and their estimated impact on other activities and completion Milestones.
5. Corrective action taken or proposed.

1.05 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.

1.06 - 1.11 (NOT USED)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

Division 1 General Requirements
SUSTAINABLE CONSTRUCTION REQUIREMENTS
Section 01352

SECTION 01352

Non-Building Project using Baseline Sustainability Criteria

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section. The requirements may or may not include reference to sustainability.

Language in each section provides detailed guidelines to inform the Contractor of appropriate performance requirements for specific materials and products. All Sustainable design, materials, products, and methods must meet the specifications as written unless otherwise approved by the Architect or Engineer.

Related Sections include the following Division 1 Sections:

1. Section 01300 Submittals.
2. Section 01505 Construction and Demolition Waste Management and Disposal.

1.2 SUMMARY

A. This Section includes general requirements and procedures for compliance with certain Sustainable Construction requirements.

1. Some Sustainability requirements are dependent on material selections and may not be specifically identified as sustainability requirements. Compliance with requirements may be used as one criterion to evaluate substitution requests.

2. Additional Sustainability Construction requirements are dependent on design and other aspects of the Project that are not part of the Work of the Contract.

B. Related Sections: The contents of this Section are related to all Sections of these Specifications. Language in each section provides detailed guidelines to inform the Contractor of appropriate performance requirements for specific materials and products. All sustainable design materials, products, and methods must meet the specifications as written unless otherwise approved by the Architect or Engineer.

1.3 DEFINITIONS

A. Certificates of Chain-of-Custody: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria." Certificates shall include evidence that mill is certified for chain-of-custody by an FSC-accredited certification body.

B. Regionally Manufactured Materials: Materials that are manufactured within a radius of 500 miles (800 km) from the Project location. Manufacturing refers to the final assembly of components into the product that is installed at the Project site.

C. Regionally Extracted, Harvested, or Recovered Materials: Materials that are extracted, harvested or recovered and manufactured within a radius of 500 miles (800 km) from the Project site.

D. Recycled Content: The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer).

E. Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are <u>not</u> recycled materials.

F. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.

E. Albedo: The ratio of the amount of light reflected from a material to the amount of light shone on the material ranging from 0 (black) to 1 (white). As defined by the USGBC, a high albedo material has a reflectance of at least 0.3. Albedo is also known as solar reflectance or reflectivity.

F. Heat island effect: When warmer temperatures (from 6 - 10°F) are experienced in urban landscapes as a result of solar energy retention on constructed surfaces. Principle surfaces that contribute to heat island effect include streets, sidewalks, parking lots, and buildings. Also called "Urban Heat Island Effect."

G. Post-consumer recycled content: The percentage (by weight) of a reclaimed waste material contained in a product. A reclaimed waste material (e.g., newspaper, magazines, beverage containers, etc.) has already served a purpose to a consumer and has been diverted or separated from waste stream for recycling.

H. Pre-Consumer Recycled Content: Previously referred to as Post-industrial recycled content. The percentage (by weight) of a waste material obtained from industrial processes that is contained in a product.

I. Recycled material: A material that would otherwise be destined for landfill disposal but is diverted or separated from the waste stream, reintroduced as material feedstock, and processed into marketed end products.

J. Reused Material: Any item that is salvaged or reused without significant reprocessing as in a recycling process.

K. Source reduction: Minimization of waste at the start of a process or activity so that there is a reduced amount of waste to recycle or dispose. Also called precycling.

L. Volatile Organic Compound (VOC): A large family of chemicals based on carbon and hydrogen structures that vaporize at room temperature. VOCs are one type of indoor air contaminant. They are found in many indoor sources including common construction products and materials. Although thousands have been identified in indoor air, only a few are well understood and regulated. VOCs are considered unhealthful to humans - some individual VOCs are known or suspected human carcinogens or irritants to the eyes, nose, and mucous membranes. When released, VOCs can contribute to the formation of ground level ozone and smog. Formaldehyde and toluene are two examples of VOCs commonly found in construction materials.

M. Xeriscape: Quality landscaping that conserves water and protects the environment through its employment of seven principles: planning and design; soil analysis; appropriate plant selection; practical turf areas; efficient irrigation; use of mulches; and appropriate maintenance.

1.4 SUSTAINABILITY OBJECTIVES/GOALS

The City of Austin is committed to sustainability and expects the Project to reflect this commitment. The specific Sustainable (Design & Construction) goals for this project include:

1. Protection of the environment.
2. Limiting construction site area and disturbance of natural habitat and protection of trees and vegetation.
3. Reduction of waste created by construction activity through Source Reduction.
4. Increasing the use of materials and products with recycled content.
5. Chemically safe construction materials and pest management.
6. Construction materials that use less energy and create less pollution in manufacture, delivery, installation, renovation, and demolition.

1.5 SUBMITTALS

A. ***General***: Submit additional Sustainability submittal requirements included in other sections of the Specifications.

B. ***Sustainability submittals*** are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated requirements.

C. ***Sustainable Construction Action Plans***: Provide preliminary submittals within 30 calendar days of date established for the Notice to Proceed indicating how the following requirements will be met.

1. Construction & Demolition Waste Management Plan complying with Division 1 Section 01505 "Construction Waste Management."
2. List of proposed salvaged and refurbished materials, identifying the source, and cost of each material.
3. List of proposed materials with recycled content, indicating cost, post consumer recycled content, and pre-consumer recycled content for each product having recycled content.
4. List of proposed regionally manufactured materials and regionally extracted, harvested, or recovered materials, identifying each regionally manufactured material and its source.
5. List of proposed certified wood products, indicating source, and cost of each product. Indicate total cost for wood-based materials used for Project, including non-rented temporary construction.

D. ***Sustainable Construction Progress Reports***: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with Action Plans for the following:

1. Waste reduction progress reports complying with Division 1 Section 01505 "Construction & Demolition Waste Management and Disposal."
2. Salvaged and refurbished materials.

E. ***Sustainability Documentation Submittals***:

1. Comply with Division 1 Section 01505 "Construction Waste Management."
2. Receipts for salvaged and refurbished materials used for Project, indicating sources.

3. Product Data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content. Include statement indicating costs for each product having recycled content.
4. Product Data indicating location of material manufacturer for regionally manufactured materials.
5. Product Data for rapidly renewable materials.
6. Documentation of lumber product/material qualifications:
   a. Forest Stewardship Council chain-of-custody certificates documenting source of wood construction components and each point of purchase from forest from which the material was harvested to incorporation into the Project.
   b. Certification of compliance with the Forest Stewardship Council "Principals and Criteria" for forest management.
   c. Submit vendor/supplier invoices for each certified wood product containing product name, vendor name, product cost, certified wood percentage, Forest Stewardship Council chain-of-custody certification numbers on a line-item basis.

1.6 QUALITY ASSURANCE

A. Sustainability Coordinator: Engage a responsible person on the construction team who is familiar with Sustainable practices and procedures. The Coordinator may also serve as the Waste Management coordinator.

PART 2 – PRODUCTS

Provide and maximize to the greatest extent economically feasible, a combination of salvaged, refurbished, recycled, regional materials and certified wood within the scope of the project.

2.1 RECYCLED CONTENT OF MATERIALS

A. Provide construction materials with recycled content for a minimum of 10% of the total value of the project. Such that the sum of post-consumer recycled content plus one-half of the post-industrial is 10% of content of the materials in the project.

1. The cost of post-consumer recycled content of an item shall be determined by dividing the weight of post-consumer recycled content in the item by the total weight of the item and multiplying by the cost of the item.
2. The cost of post consumer recycled content plus one-half of pre-consumer recycled content of an item shall be determined by dividing the weight of post-consumer recycled content plus one-half of pre-consumer recycled content in the item by the total weight of the item and multiplying by the cost of the item.

2.2 REGIONAL MATERIALS

A. Provide regionally manufactured materials with a goal of achieving 10 percent of construction materials (by cost).

2.3 CERTIFIED WOOD

A. Provide a minimum of 50 percent by cost of wood-based materials that are produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "Principles and Criteria for Forest Stewardship."

1. Wood-based materials include but are not limited to the following materials when made from made wood, engineered wood products, or wood-based panel products:

a. Miscellaneous carpentry.

b. Heavy timber construction.

c. Wood decking.

d. Landscape and streetscape materials.

e. Non-rented temporary construction, including bracing, concrete formwork, pedestrian barriers, and temporary protection.

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

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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.

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CONSTRUCTION PHOTOGRAPHY & VIDEOS
Section 01380

1. GENERAL

CONTRACTOR shall be responsible for the production of pre-construction, construction progress and post-construction photographs as provided herein. Owner's Representative may also designate additional subjects for photographs in addition to the general guidelines identified below.

2. QUALITY

All photographs must be produced by a competent photographer and shall be digital (6 Mega-Pixel) date-stamped color photography of commercial quality. All CONTRACTOR-generated photographs must be stored in a .jpeg file format. Each photograph shall be submitted in duplicate as two 3x5 prints with no more than 3 photos per page of professional quality enclosed in clear plastic sleeve within 3 tab folders. The prints shall be accompanied by digital date-stamped photographs in CD format or other format acceptable to the City. Each print shall be marked with the name and CIP ID number for the Contract, name of CONTRACTOR, description and location of view and identity of photographer.

Each photograph submittal must include a Photo Log that includes the name and CIP ID number of Contract, name of CONTRACTOR, the name of the photographer and company, photograph number, the date of the photograph and the filename that the camera assigns to the photo (e.g. MVC-001.jpg). In addition, appropriate descriptive information to properly identify the location of view must be entered into the Photo Log that includes a project drawing or sketch to assist in maintaining a concise project record (e.g. location of MH 5 - Line A or Sta. 2+00 - Line A or location of Sedimentation Basin 5, sludge pump A).

3. VIEWS AND QUANTITIES

3.1. PRE-CONSTRUCTION VIDEO
STREET, RIGHTS-OF-WAY OR WATER/WASTEWATER/STORMWATER PROJECTS

CONTRACTOR shall document by video, within the limits of construction, all pre-existing site conditions/elements as listed for the Pre-construction Photographs below. The video documentation shall provide a clear and continuous view of the project alignment showing all visible utilities and features within the limits of construction. The pre-construction video shall be in a format acceptable to the City and shall be shot prior to the occurrence of any site disturbance after Notice to Proceed. The pre-construction video shall be submitted within ten (10) calendar days of the Notice to Proceed.

3.2 PRE-CONSTRUCTION PHOTOGRAPHS

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

3.3. CONSTRUCTION PROGRESS PHOTOGRAPHS

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

Construction Progress photos must be taken at least twice per month.

One set of Construction progress photographs, as the work progresses, of the same views taken during pre-construction photography must be taken during the progress of the Work.

One set of the progress photos must be taken to depict the work accomplished during the month that includes:

- Work not yet covered up
- When MEP or building inspections are scheduled
- The beginning of installation of major items of equipment
- After installation of major items of equipment
- Other significant construction activities.

Both sets of photos shall be submitted monthly with the CONTRACTOR'S monthly progress payment application.

3.4 POST CONSTRUCTION PHOTOGRAPHS

Post-construction photographs must be taken of the same views taken during pre-construction photography to fully document the completed project. Post-construction photographs must be taken after cleanup and site restoration, and must be submitted with the final payment.

End

PART 1 GENERAL

1.01 SUMMARY

A. Testing Laboratory Services and CONTRACTOR's responsibilities related to those services.

1.02 (NOT USED)

1.03 GENERAL DESCRIPTION OF REQUIREMENTS

A. OWNER will contract with, and pay for, services of an independent testing laboratory to perform all inspections and testing identified in individual Specification Sections to assure quality of work. Testing procedures to be carried out in a professional manner, conforming to ASTM E329.

B. OWNER reserves the right to monitor materials incorporated into project and their placement by testing at OWNERS' expense. OWNER does not guarantee accuracy or validity of data nor does OWNER assume any responsibility for CONTRACTOR's interpretation of data. Materials or work which does not meet specifications to be removed or modified to meet the specifications.

C. Retesting for work rejected on basis of initial test results will be at expense of CONTRACTOR and extent of retesting to be determined by OWNER. OWNER may require additional testing for failing tests and may require two passing retests before acceptance by OWNER.

D. Inspection, sampling and testing requirements are set forth in, but not necessarily limited to, the TECHNICAL SPECIFICATIONS Sections.

E. Employment of testing laboratory does not relieve CONTRACTOR of obligation to perform work in accordance with requirements of Contract Documents.

F. CONTRACTOR to coordinate with OWNER's representative to schedule and monitor testing as required to provide timely results to avoid delay to the Work.

1.04 LABORATORY REPORTS

A. The OWNER will receive 3 copies, and the CONTRACTOR will receive 2 copies of laboratory reports from the testing laboratory. One of the CONTRACTOR's copies to remain at site field office for duration of project.

B. Reports of observations and tests to include, but not be limited to:
1. Date issued.
2. Project title and number.
3. Testing laboratory name and address.
4. Name and signature of technician and testing engineer.
5. Date of sampling.
6. Record of temperature and weather.
7. Date of test.
8. Identification of product and Specification Section.
9. Location of product.
10. Type of test.
11. Observations regarding compliance with Contract Documents.

C. Test reports which indicate non-conformance to be transmitted immediately via fax from the testing laboratory to the CONTRACTOR and OWNER.

1.05 LIMITS ON TESTING LABORATORY'S AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of CONTRACTOR.

D. Laboratory has no authority to stop the Work.

1.06 CONTRACTOR'S RESPONSIBILITIES

A. CONTRACTOR is responsible for providing materials which meet requirements indicated. For manufactured materials such as reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, etc., CONTRACTOR is required to furnish a manufacturer's certificate that material meets requirements specified for this project.

B. Furnish product mix design together with applicable design work sheets and data to meet or exceed contract requirements.

C. Provide samples to laboratory in advance of their intended use to allow thorough examination and testing.

D. Notify OWNER, and laboratory 48 hours prior to expected time for operations requiring inspection and testing services. Notify ENGINEER if Specification Section requires the presence of the ENGINEER.

E. CONTRACTOR to coordinate with OWNER's representative to schedule and monitor testing as required to provide timely results and to avoid delay to the Work.

F. Cooperate with laboratory personnel in collecting samples to be tested or collected on site.

G. Provide access to the Work and to manufacturer's facilities.

H. Provide incidental labor and facilities for access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

I. Correct work which is defective or which fails to conform to Contract. Corrective work is not to delay project or work of other contractors.

J. Patch all surfaces and areas disturbed by testing operations.

K. Arrange with laboratory and pay for:
   1. Retesting required for failed tests.
   2. Retesting for nonconforming Work.
   3. Additional sampling and tests requested by CONTRACTOR beyond specified requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes general requirements for services to be provided by manufacturer's field representative, including training of OWNER's personnel and preparation of equipment installation reports.

1.02 DEFINITIONS

A. Person-Day: One person for 8 hours within regular CONTRACTOR working hours.

1.03 SUBMITTALS

A. Training Schedule: Submit not less than 21 days prior to start of equipment installation and revise as necessary for acceptance.

B. Preliminary Training Plan: Submit within 180 days after Notice to Proceed.

C. Final Training Plan: Submit after 60 days prior to first training session.

D. Training Materials:
1. Submit written outlines of proposed training sessions not less than 21 days prior to scheduled training.
2. Furnish complete training materials, to include operation and maintenance data as required in this Section not less than 7 days prior to training session.

E. Quality Control Submittals: When specified in the individual Specifications, submit "Equipment Installation Report".

1.04 QUALIFICATION OF MANUFACTURER'S REPRESENTATIVE

A. Authorized representative of the manufacturer, factory trained, and experienced in the technical applications, installation, operation, and maintenance of respective equipment, subsystem, or system. Representative subject to acceptance by OWNER. No substitute representatives will be allowed unless prior written approval by OWNER has been given.

1.05 FULFILLMENT OF SPECIFIED MINIMUM SERVICES

A. Where manufacturers' services are specified, furnish manufacturer's qualified representative for a sufficient period of time to perform all specified functions at no additional cost to OWNER.

B. Schedule manufacturer's onsite services to avoid conflicting with other onsite testing or other manufacturer's onsite services. Determine that all conditions necessary to allow successful testing have been met before scheduling services.

C. Only those days of service approved by ENGINEER will be credited to fulfill the specified minimum services.

D. If specified, manufacturer's onsite services to include at a minimum:
1. Assistance during installation to include observation, guidance, instruction of CONTRACTOR's assembly, erection, installation or application procedures.

2. Inspection, checking, and adjustment as required for equipment to function as warranted by manufacturer and necessary to furnish written approval of installation.
3. Revisiting the site as required to correct problems and until installation and operation are acceptable to OWNER.
4. Resolution of assembly or installation problems attributable to, or associated with, respective manufacturer's products and systems.
5. Assistance during functional and performance testing and startup demonstration and until product acceptance by the OWNER.
6. Training of OWNER's personnel in the operation and maintenance of respective product as required herein.
7. Completion of equipment installation report with applicable certificates for proper installation and initial, interim, and final test or service.

1.06 TRAINING SCHEDULE

A. List specified equipment and systems with respective manufacturers that require training services of manufacturers' representatives and show:
   1. Estimated dates for installation completion.
   2. Estimated training dates to allow for multiple sessions when several shifts are involved.

B. Adjust training schedule to ensure training of appropriate personnel as deemed necessary by OWNER, and to allow full participation by manufacturers' representatives. Adjust schedule for interruptions in operability of equipment.

1.07 TRAINING PLAN

A. Preliminary Training Plan: If specified, and within 180 days after Notice of Award, submit for each proposed course:
   1. Title and objectives.
   2. Training schedule.
   3. Prerequisite training and experience of attendees.
   4. Recommended types of attendees (e.g., managers, engineers, operators, maintenance).
   5. Course description and outline of course content.
   6. Duration.
   7. Location (e.g., training center or site).
   8. Format (e.g., lecture, self-study, demonstration, hands-on).
   9. Instruction materials and equipment requirements.

B. Final Training Plan: Submit the following after training coordination meeting, if specified.
   1. Updated versions of course descriptions from preliminary training plan.
   2. Who will attend each course.
   3. Schedule of training courses including dates, durations, and locations of each class.
   4. Detailed course schedule for each day showing time allocated to each topic.
   5. Resumes of instructors providing the training.

1.08 TRAINING OWNER'S PERSONNEL

A. Furnish trained, articulate personnel to coordinate and expedite training, to be present during training coordination meetings with OWNER, and familiar with operation and maintenance manual information specified in Section 01730, "Operation and Maintenance Data".

B. Furnish manufacturers' representatives for detailed classroom and onsite hands-on training for OWNER's personnel on operation and maintenance of specified product (system, subsystem, component) and as may be required in applicable Specifications.

1. Manufacturer's Representative: Familiar with facility operation and maintenance requirements as well as with specified equipment.
2. Manufacturer's representative for training must be approved by the OWNER. Qualifications of manufacturer's representative must be submitted with the training schedule.
3. Training services must include some form of testing procedures to evaluate OWNER's personnel's understanding of the detailed training.
4. Training services must include a course and instructor evaluation questionnaire that must be completed by the trainees and submitted to the OWNER and the manufacturer.

C. Pre-Startup Training:
1. Coordinate training sessions with OWNER's operating personnel and manufacturers' representatives, and with submission of operation and maintenance manuals in accordance with Section 01730, "Operation and Maintenance Data".
2. Complete at least 14 days prior to actual startup.

D. Post-Startup Training: If required in Specifications, furnish and coordinate training of OWNER's operating personnel by respective manufacturer's representatives.

E. Taping of Training Sessions: Furnish audio and color video taping of pre-startup and post-startup instruction sessions, including manufacturer's representatives' hands-on equipment instruction and classroom sessions.
1. Use DVD format, suitable for playback on standard equipment available commercially in the United States.
2. Include only one manufacturer's training session on each DVD, or on a single track of a tape.
3. Video Training DVDs: Produced by a qualified, professional video production company, unless CONTRACTOR demonstrates satisfactory skill of other personnel as acceptable to OWNER.
4. Furnish OWNER with two complete sets of DVDs, and the original DVDs, fully indexed and cataloged with printed labels stating sessions and dates taped.
5. OWNER will furnish DVD playback equipment.

1.09 - 1.11 (NOT USED)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 - 3.10 (NOT USED)

3.11 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.

END OF SECTION

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PART 1 - GENERAL

1.1 Related Documents:

Drawings and general provisions of Contract, including General Conditions, Section 00700,and Supplemental General Conditions, Section 00810, and Division 1 requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 Office at the Work Site (Job Shack)

During the performance of this Contract, CONTRACTOR shall maintain a suitable office at or near the site of the Work which shall be the headquarters of his superintendent. Any communication given to the superintendent or delivered to CONTRACTOR's office at the site of the Work in his absence shall be deemed to have been delivered to CONTRACTOR.

3.2 Water for Construction

All water required for and in connection with the Work to be performed shall be furnished by and at the expense of the CONTRACTOR through meters installed on hydrants, except for water used in the "disinfection of potable water lines" process per Specification 510.3(29). All water used in the disinfection process shall not be metered, but rather shall be measured by calculation. Such water use does not require a meter, but a double-check valve assembly is required when connecting to a fire hydrant or a City main. CONTRACTOR shall submit a written plan for the disinfection process for review and approval by OWNER prior to commencing Work. The written plan shall include the CONTRACTOR's plan for final flushing and discharge of chlorinated water, and shall specify the quantities of potable water that will be required for the procedure and dosage plan proposed by the CONTRACTOR. Water used in the disinfection process shall be supplied by the OWNER through hydrants or connection through a City main at no charge to the CONTRACTOR for the initial disinfection procedure up to the quantities agreed to in the written plan for the disinfection process. Should the initial disinfection procedure fail to produce acceptable bacteriological sample test results, the cost of water at standard rates used for subsequent disinfection procedures shall be the responsibility of the CONTRACTOR with quantities determined through calculations.

For all water required for and in connection with the Work to be performed other than for the disinfection process, water and meters will be available from OWNER at standard rates. All costs for obtaining a water meter shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall contact the Austin Water Utility and arrange to pick up the meter. CONTRACTOR shall install a double-check valve assembly on the fire hydrant between the hydrant and the meter, to prevent backflow in the event of pressure failure. CONTRACTOR shall supply all necessary tools, hose and pipe, and shall make necessary arrangements for securing and transporting such water and shall take water in such a manner, and at such times, that will not produce a harmful drain or decrease of pressure in the OWNER's water system. It shall be the CONTRACTOR's responsibility to make arrangements with the Austin Water Utility for the metering and reporting of the amount of water used. Water shall not be used in a wasteful manner. Standard hydrant wrenches shall be used for opening and closing of fire hydrants. In no case shall pipe wrenches be used for this purpose. Temporary lines shall be removed when no longer required.

"If applicable, after the installation of the City of Austin's water meter(s) for the Project, the CONTRACTOR has the option to utilize the water available from this service at the

CONTRACTOR's expense. An adjustment to the Contract amount will be made by Change Order at the end of the Project for the costs incurred by the City of Austin for the water."

3.3 Telephone Service

CONTRACTOR shall make all necessary arrangements and pay all installation charges for telephone lines in his offices at the site and shall provide all telephone instruments. The telephone service shall be available to the Owner's Representative for toll free calls.

3.4 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.

3.5 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.

3.6 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".

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 CIP Sign

CONTRACTOR shall erect install and maintain CIP signs as specified. Signs shall be constructed in accordance with City Standard Specification Item No. 802S "Project Signs," as indicated on the Drawings.

3.16 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.

3.17 Mail Boxes

CONTRACTOR shall remove, reset temporarily, and relocate permanently all mail boxes that are within construction site limits conforming to requirements of United States Postal Service. Mailboxes shall not be laid on the ground, but shall be temporarily reset the same day as removed. Payment for removing and resetting of mail boxes will not be paid for directly, but will be considered subsidiary to the various Bid items. Any damage to mail boxes or posts shall be the responsibility of the CONTRACTOR.

3.18 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.

3.19 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.

3.20 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.

3.21 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 Minimum Wage Poster – Employment Standards	http://www.dol.gov/whd/regs/compliance/posters/disabc.pdf http://www.dol.gov/whd/regs/compliance/posters/disabspanc3p.pdf
"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)

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SECTION 01505

Non-Building Projects using Non-Building Baseline Sustainability Criteria (Minimal Waste)

PART 1 – GENERAL

1.1 Related Documents

1. Division 01 Section 01200 "Project Meetings"
2. Division 01 Section 01500 "Temporary Facilities"
3. Division 01 Section 01352 "Sustainable Construction Requirements".

1.2 SUMMARY

A. The Owner has established that the Project shall minimize the creation of construction and demolition waste on the Project site and shall recycle and/or salvage non-hazardous construction, demolition, and land clearing debris to divert waste from Landfills.

1. Contractor shall minimize factors that contribute to waste such as over packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination.

2. Contractor shall reuse, salvage, or recycle as many of the non-hazardous waste materials as economically feasible.

3. All profits resulting from salvaging and recycling shall go to the Contractor.

4. Where there is little to no cost difference between recycling/salvaging and land-filling of items, the Contractor is directed to recycle/salvage.

B. Hazardous materials are an exception to this Section. Comply with applicable requirements of Local, State and Federal regulations.

C. This Section includes administrative and procedural requirements for recycling, salvaging and disposing of non-hazardous demolition and construction waste

1.3 REFERENCES

A. The standards listed below form a part of this Section to extent referenced. Standards are referred to in the text by basic reference only.

1. Sustainable Building Sourcebook – Austin Energy Green Building:www.austinenergy.com/Energy%20Efficiency/Programs/Green%20Building/Sourcebook/constructionWasteManagement.htm

2. Resource Exchange Network for Eliminating Waste (RENEW), TCEQ (MC-112), Biannual catalog lists materials available and wanted; serves Texas and surrounding states; lists are posted on the Internet: http://www.tceq.state.tx.us/assistance/P2Recycle/renew/renew.html

3. Recycle Texas Online, A service of the Texas Commission on Environmental Quality. Contains information on about 1000 businesses and local governments handling materials from Texas. Organizations' information is self-reported and listings are free of charge. www.tceq.state.tx.us/assistance/P2Recycle/rtol/rtol.html

4. "WasteSpec", Triangle J Council of Governments, Research Triangle Park, NC 27709, (919) 549-9390.

1.4 DEFINITIONS

A. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.

B. Clean: Untreated, unpainted, not contaminated with oils, solvents, caulk, or other materials.

C. Disposal: Acceptance of solid wastes at legally permitted and operating facility for the purposes of land-filling.

D. Diversion: Avoidance of demolition and construction waste sent for disposal to landfill or incineration. Diversion does not include using materials for landfill, alternate daily cover on landfills, or materials used as fuel in waste-to-energy processes.

E. Hazardous Waste: Byproducts of society that can pose a substantial or potential hazard to human health or the environment when improperly managed, and possessing at least 1 of 4 of the following characteristics, or appearing on a special Environmental Protection Agency (EPA) list.

1. Ignitability.
2. Corrosivity.
3. Reactivity.
4. Toxicity.

F. Landfill: Authorized land waste disposal site that is located to minimize waste pollution from runoff and leaching.

G. Recycling: The process of sorting, cleansing, treating, and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

H. Return: To give back reusable items or unused products to vendors for credit.

I. Reuse: A strategy to return materials to active use in the same or a related capacity.

J. Salvage: To remove a waste material from the Project site to another site for resale or reuse by others.

K. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become a waste.

L. Toxic: Poisonous to living beings either immediately or after a long period of exposure.

M. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

N. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes all materials removed from the Project site to be land-filled, recycled, or salvaged for reuse. Pallets, containers, packaging and packing materials in which construction products are delivered to the Project site are considered waste materials.

1.5 WASTE MANAGEMENT GOALS

A. The Owner has established that at least 50% of the "waste" materials produced as a result of the Work, shall be employed, salvaged, reused, or recycled in order to minimize the impact of construction and demolition waste on landfills and reducing disposal costs.

B. Contractor shall employ and encourage practices that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local laws and regulations, pertaining to legal disposal of all construction waste materials.

D. Contractor shall recycle and divert materials for secondary uses whenever economically feasible.

E. Acceptable methods of diversion include:
Recycling, reuse and salvage
Donation to nonprofit organizations
Removal from jobsite by staff or subcontractors for use (not disposal)
Return to supplier
Sale to organizations or individuals

F. The Contractor shall develop a Construction and Demolition Waste Management Plan that results in end-of-Project rates for recycle and/or salvage of at least 50% of non-hazardous construction and demolition waste. The plan shall identify the materials to be diverted from disposal and define the materials to be separated on-site or off-site. Calculations can be done by weight or volume, but must be consistent throughout.

1.6 SUBMITTALS

A. ***Waste Management Plan:*** A Project-specific plan for the collection, transportation, and disposal of the waste generated at the construction site, shall be submitted for approval within 14 calendar days after date of the Notice to Proceed, or prior to any waste removal, whichever occurs first. The approved Plan shall be distributed to all subcontractors and the owner and will not relieve the Contractor's responsibility for compliance with applicable environmental regulations.

An example template is included as "Appendix A" to this section.

1. The Waste Management Plan shall include the following:

a. Identify each type of waste material produced as a result of the Work on the Project Site.

b. Identify each type and quantity of demolished and waste material intended to be recycled, salvaged or reused.

c. Identify material separation requirements.

e. Identify location of temporary on-Site storage for recycled and reused materials.

f. Identify final destination means of transportation for each recycled and reused material.

h. Identify the name/phone number of the Contractor's on-site coordinator of the Waste Management Plan.

i. Indicate permit or license and the location of the municipal solid waste landfills and other disposal area(s) to be used.

j. List of materials that cannot be recycled or reused.

B. ***CWM Closeout Documentation:*** Submit the following upon the completion of The Work and prior to final payment:

a. A Summary of Solid Waste Disposal and Diversion (refer example template "Appendix B") prepared and maintained through Project duration, demonstrating that 100% of all non-hazardous construction wastes were recycled, salvaged or disposed of properly and includes as a minimum the following information:

1. Dates
2. Materials Description
3. Materials Quantity
4. Indicate whether recycled, salvaged, reused or sent to landfill for disposal.
5. Name and location of accepting facility.
6. Destination

b. Copies of all receipts, manifests, weight tickets, and other documentation that identify all materials recycled, salvaged, land-filled or incinerated.

PART 2 - PRODUCTS

Not used

PART 3 – EXECUTION

3.1 GENERAL

A. Implement the Waste Management Plan as approved by the City of Austin Project Manager. Provide handling, containers, storage, signage, transportation, and other items as required to implement Waste Management Plan during the entire duration of the Contract.

B. Satisfy the requirements outlined in Subsection 1.5, Waste Management Goals.

3.2 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Plan Coordinator: Designate an on-site party (or parties) responsible for instructing workers, overseeing implementation and documenting results of the Waste Management Plan for the Project.

B. Plan Distribution: Provide copies of the Waste Management Plan to the Contractor's superintendent, each Subcontractor, the Owner, and the Engineer.

C. Meetings: Include Construction Waste Management in progress meetings to maintain the Plan for achieving the owners waste management goals:

D. Carefully order materials to avoid over supply.

E. Protect materials from contamination during handling, storage and transport to meet the requirements of the accepting facilities.

F. The Contractor shall assign and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, return and disposal. This area shall be kept neat and clean and clearly marked in order to avoid contamination of materials.

3.3 RECYCLING REQUIREMENTS

A. Materials: In general, the following types of construction waste materials generated during the course of this project that are not salvaged shall be recycled:

a. Asphalt concrete pavement.

b. Concrete materials.

c. Metals, including the following.

i. Banding straps.
ii. Reinforcing steel.
iii. Iron.
iv. Brass and bronze.
v. Lead.
vi. Extruded aluminum.
vii. Aluminum sheet.
viii. Stainless steel sheet.
ix. Steel studs.
x. Copper pipe.
xi. Steel pipe.
xii. Galvanized steel pipe.

d. Clean dimensional lumber.

e. Wood crates and pallets.

f. Glass and glass containers.

g. Plastics.

h. Plumbing fixtures.

i. Electrical conduit.

j. Electrical wiring.

k. Cardboard, paper, and packaging.

l. Beverage containers.

B. Methods: The following recycling methods, or a combination of, may be used.

1. On-site separation: Each material to be recycled shall be separated at the Project site and delivered to the recycling markets or directly from the Project site.

   a. If on-site separation method is used, designate a specific area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return.

   b. Maintain recycling and waste bin areas neat and clean and clearly marked, both in Spanish and in English, in order to avoid co-mingling of materials.

   c. Protect materials from contamination.

2. Off-site separation: Materials to be recycled are delivered unsorted from the Project site to a materials recovery facility or transfer station where recyclable materials are separated from other waste.

   a. Contractor shall verify that the entity responsible for the off-site separation has a market for all materials required to be recycled from the Project site.

   b. The same Submittals procedures shall apply.

c. Protect materials from contamination.

3.4 REUSE

A. Contractor is encouraged to reuse as many demolished and waste materials as possible.

B. Reuse of waste materials includes the following:

a. Salvaging materials scheduled for disposal.

b. Off-Site storage of waste materials for future reuse by Contractor on other projects.

c. Returning unused and reusable materials, packaging and pallets, to vendor.

e. Assemble designated reuse items in a single location safe from damage, for review and approval by the owner's representative.

3.5 SALVAGE

A. Salvage materials as identified on the Engineering Plans.

B. Salvage Guidelines:

1. The contractor shall salvage as many items as deemed economically possible, considering reduction of land filling fees and possible use by others.
2. Assemble potentially salvageable items in one area and donate or sell to the public after review by the City of Austin Project Manager.
3. All proceeds from the sale of salvaged items shall go to the contractor.

Appendix A. Sample Construction Waste Management Plan

Construction Waste Management Plan

Project:
Contractor:
Date:
Contact:
Phone:
Prepared by:

Diversion Goal: Recycle, reuse and/or salvage at least 50% *(by weight or volume) of land-clearing and construction waste*

I. Coordination and Training

a. Name of Contractor's representative responsible for CWM implementation & coordination.

b. Describe method(s) of waste recycling management – on-site and/or off-site.

c. Describe how Contractor's staff and subcontractors will be informed regarding proper recycling and separation procedures

d. Describe and/or show on an attached site map where the temporary waste material storage area(s) will be located, and how will contamination of separated waste materials will be prevented?

II. Waste Minimization

a. What waste minimization techniques will be employed during the construction phase?

_____
_____
_____
_____

b. Which employees and / or subcontractors will be involved with each technique?

_____
_____
_____
_____

III. Construction Waste Analysis (including site / land-clearing materials, as applicable)

a. ***Diverted Materials***: For each material anticipated to be reused or recycled (diverted from the landfill) to meet the minimum 50% diversion goal, provide information to complete the table below. (Note: Whenever possible, attempt to use or donate construction waste materials rather than recycling.)

Material or Item	Storage Method (roll-off, bin, area, on pallet, etc.)	Quantity estimate (no., linear ft., square ft., etc.)	Proposed Recipient

Add rows (or paper pages) as required

b. ***Landfill***: For construction phase trash and materials / items that will not be diverted, complete the following table:

Quantity estimate (weight or volume)	Number and size of roll offs anticipated	Proposed landfill site

Appendix B. Summary of Solid Waste Disposal and Diversion

Project name _____ Project Number _____
Contractor Name _____ License Number_____
Contractor Address_____

Solid Waste Material	**Recycled, Reused, salvaged or disposed**	**Date Material Disposed** or diverted	**Amount Disposed/ Diverted** (Ton or cubic yd.)	**Municipal Solid Waste Facility** (Name, address, Phone)	**Recycling/Reuse Facility** Name Address Phone	**Comment** (If disposed state why not diverted)
Vegetation						
Soil						
Trench spoils						
Rock						
Asphalt						
Concrete						
Metal						
Wood						
Debris						
Glass						
Trash						
Other						

Signature _____ Date _____

Page / of / total pages

END SECTION 01505

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PART 1 - GENERAL

1.1 Related Documents:

Drawings and general provisions of Contract, including General Conditions, Section 00700, and Supplemental General Conditions, Section 00810, and Division 1 requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 General

CONTRACTOR shall maintain reasonable local vehicular and pedestrian dust free traffic, including use of driveways, to proceed safely with minimum inconvenience, except during actual construction operations. CONTRACTOR provided flaggers shall assist traffic when a street is operating under a single lane. Two-way traffic shall be maintained at all other times unless otherwise authorized by Owner.

CONTRACTOR shall provide, at the work zone location during temporary traffic control installation, a designated Competent Traffic Control Person to ensure compliance with the traffic control plans and the provisions of the Contract. Training Certificates for the designated Competent Person shall be provided with submittals at the Precon. Training certificates for competent persons shall be good for four (4) years from the date of training. After such time the competent person must show that additional training or re-certification has been completed to maintain competent person status.

CONTRACTOR shall maintain a smooth and safe ride for traffic by placing steel plates with Asphaltic concrete berms, temporary fill or bridging and temporary surfacing with cold or hot-mix Asphaltic concrete paving in accordance with applicable City Standards.

Sidewalks shall not be obstructed, except by special permission of Owner or E/A. Access to private dwelling and to commercial establishments shall be provided at all times.

CONTRACTOR shall plan and execute his operations in a manner that will cause a minimum interference with traffic. The CONTRACTOR shall place and maintain in good condition, standard barricades at each end of the Project and at other locations where traffic is rerouted or blocked from using regular traffic lanes. Barricades and warning signs shall be in accordance with Texas Manual on Uniform Traffic Control Devices (MUTCD) and the City of Austin Transportation Criteria Manual.

Signs, barricades and warning devices informing public of construction features shall be placed and maintained by the CONTRACTOR who shall be solely responsible for their maintenance.

Unless otherwise specified elsewhere in Division 1, neither explosives nor blasting shall be permitted on this Project.

3.2 Traffic Control

3.2.1 It shall be the sole responsibility of the CONTRACTOR to furnish, install, maintain and remove barricades, detour signs, warning signs, lights and all regulatory traffic control devices of the size and type specified, at locations indicated, or as directed or approved by the OWNER in accordance with the Texas Manual on Uniform Traffic Control Devices, (MUTCD), Part VI, Traffic Control for Street and Highway Construction and Maintenance Operations and the City of Austin Transportation

Criteria Manual. Upon phase completion, the Contractor shall immediately revise the temporary traffic devices to reflect the next phase or if the project is complete remove them from the public right of way.

3.2.2 Throughout the life of the Contract, all existing roads and Traffic Control devices included in the Work shall be maintained by the CONTRACTOR to a condition, in the opinion of the OWNER, which is equal to or better than that which existed when Work commenced. Maintenance of existing roads and devices shall take priority over all other Work items and shall be subject to a seven-day-a-week, 24-hours-per-day time frame. The CONTRACTOR shall provide a smooth and safe riding surface for all vehicles along the route of this Project. This could include, but not be limited to, small cars, motorcycles, mopeds and bicycles. If the condition of the street surface deteriorates, for any reason, CONTRACTOR shall take necessary steps to insure immediate restoration.

3.2.3 During construction of streets, drainage, and utility projects, if conditions of existing street surface require maintenance to upgrade from their state when the Work began, a separate pay item may be included in Bid. Otherwise, maintenance work will not be paid for directly but will be considered subsidiary to various Bid items of this Contract.

3.2.4 In the event that CONTRACTOR fails, in opinion of OWNER, to maintain a smooth surface for public comfort, fails to provide ingress and egress to private property, and/or does not provide and maintain proper traffic control devices, OWNER may provide these services and deduct any cost thereof, including overtime and administrative expenses, from all estimates thereafter due the CONTRACTOR. Such action by the OWNER shall not relieve the CONTRACTOR of his liability to protect the public at construction site. Owner may also assess an investigation fee, as established by separate Fee Ordinance, for violations resulting in more than one deficiency report issued to Contractor.

3.2.5 A permit must be obtained from Texas Department of Transportation (TxDOT), prior to Work being performed on state highway routes passing through the City.

3.2.6 CONTRACTOR shall notify the Owner's Representative, Police Department, Fire Department, EMS, and Right of Way Management Division at least seven Calendar Days in advance of beginning proposed Work, with intention to close or partially block any street or any part thereof, or of any construction affecting free flow of traffic. The CONTRACTOR shall plan and adequately provide barricades and warning devices. The same parties shall be notified when normal traffic flow is restored.

3.2.7 Should the CONTRACTOR, in his operations, reduce an existing two-way roadway to less than 20 feet in width, CONTRACTOR shall provide a route through or around the narrowed area as approved by Owner or E/A.

3.2.8 The CONTRACTOR's Flaggers shall be required any time it is necessary for the CONTRACTOR's equipment to move into or across an open traffic lane, or at other such times as directed by the Owner's Representative. A flagger shall be utilized to aid exit of hauling equipment from open traffic lanes to the Work area, and entry of hauling equipment from Work area to open traffic lanes. Flaggers shall be dressed and conduct operations in accordance with Texas Manual on Uniform Traffic Control Devices and the Transportation Criteria Manual. Flagging operations shall be the sole responsibility of the CONTRACTOR.

3.2.9 The CONTRACTOR and Subcontractors shall confine their activities to the immediate area of the construction site and provide the following:

a. Appropriate temporary fences, barricades, and/or Metal Beam Guard Fence if required, for site work involving excavation, utility extensions, remote

construction work or other circumstances involving safety of public or protection of the work in progress.

b. Warning lights at open trenches, excavations, etc., during hours from dusk to dawn each day. Protection of structures, utilities, sidewalks, pavements, and other facilities immediately adjacent to excavations, from damages caused by settlement, lateral movement, undermining, washout and other hazards.

3.3 Spoil Disposal

CONTRACTOR may make other arrangements for spoil disposal subject to E/A evaluation of the CONTRACTOR-supplied proof that the Owner(s) of the proposed site(s) has a valid fill permit issued by the appropriate governmental agency. Finally, the CONTRACTOR shall submit a haul route plan including a map of the proposed route(s) for the E/A and Owner's approval.

3.4 Restoration

WATER AND WASTEWATER CONSTRUCTION REQUIREMENTS

3.4.1 In order to minimize environmental and potential flood impacts, the sum of the amount of trench opened in advance of the completed line and the amount of trench left unfilled at any time shall be restricted to one (1) full block or 300 linear feet, whichever is less.

3.4.2 Restoration shall be an on-going process during construction operations and shall immediately precede completion of construction of each successive section of the line, which shall not exceed 1,200 linear feet without approval of the E/A.

3.5 Street Markers and Traffic Control Signs

It shall be responsibility of the CONTRACTOR to remove, preserve and reset, as required, Street Marker and Traffic Control Signs that are within construction limits to the line and heights as described in Texas Manual on Uniform Traffic Control Devices before any sidewalks or street excavation is begun. Signs shall not be laid on the ground. No payment will be made for this work but shall be considered subsidiary to the various Bid items. Traffic Sign Activity Section of the Transportation Department (457-4850) shall be notified a minimum of five Working Days prior to completion of the Project so that signs may be checked for damage. Any damage to signs or posts shall be paid for by the CONTRACTOR.

3.6 Burning Permit

Open burning within City limits will not be allowed. Trench burning shall require a permit from the Fire Marshal. Burning permits outside City limits shall be obtained from the appropriate authority.

The CONTRACTOR shall secure and pay for all burning permits.

3.7 Driveways

Unless otherwise indicated, the approach grade of existing driveways shall be modified as indicated and as directed by the Owner's Representative. The OWNER will contact property owners whose driveways require grade modification beyond street right-of-way and the OWNER will obtain their concurrence for approach grade modification. Within the right-of-way, all driveways shall be replaced with concrete driveways. Outside the right-of-way, when approach grade modifications are required, flexible base shall be placed by the CONTRACTOR to resurface existing dirt or gravel driveways; asphalt and concrete drives shall be replaced in kind by the CONTRACTOR. Excavation, Flexible Base, Portland Cement Concrete and Asphaltic Concrete, used for driveways as prescribed above shall not be measured for payment but shall be considered subsidiary to various Bid items in the Contract unless payment is included as a separate Contract pay item.

3.8 Removal or Relocation of Fences and Sprinkler Systems

Removal or relocation of privately owned fences and sprinkler systems not specified in Bid, and within public right-of-way is the primary responsibility of the property owner. OWNER will cause property owners to be aware of any known conflicts and encourage them to make desired adjustments in advance of construction. In the event the property owner does not, or will not, make adjustments necessary for construction of improvements to be made under this Contract, CONTRACTOR, after receiving written approval from the OWNER, shall remove those portions that interfere with the Work, as follows:

3.8.1 Fences shall be disassembled, by hand, into hand manageable sizes and placed on the private property.

3.8.2 For sprinkler systems, the CONTRACTOR, after assuring that electrical and/or mechanical controls are disconnected, shall remove sprinkler heads, valves, controls, and any other miscellaneous items, including distribution pipe, or wire, saw cut from the system. The CONTRACTOR shall present these materials to the property owner. Where piping is cut, the pipe shall be permanently capped or plugged, unless otherwise directed by the OWNER.

Work for removal or relocation of fences and sprinkler systems shall not be paid for directly but shall be subsidiary to the various Bid items.

End

PART 1 GENERAL

1.01 SUMMARY

A. General requirements for delivery, storage, handling, and installation of products. All equipment furnished and installed under this contract to conform to the general stipulations set forth in this Section except as otherwise specified in other Sections of the Specifications.

1.02 RELATED REQUIREMENTS

A. Painting and Protective Coatings per Section 09902, “Painting and Protective Coatings”.

B. Other related work as called for on PLANS or specified elsewhere in this or other TECHNICAL SPECIFICATION Sections.

1.03 SUBMITTALS

A. Submit in compliance with Specification Section 01300, “Submittals”.
   1. Furnish a complete list of lubricants tabulated by equipment items.

1.04 QUALITY ASSURANCE

A. Manufacturer’s Experience: No equipment to be supplied from any manufacturer not regularly engaged in the production of equipment of the size and character herein specified. Generally, vendor must have installed and had in satisfactory operation inside the continental United States, for a period of not less than three years, at least one unit of the size and design comparable to the units specified. Particular equipment may require more manufacturing experience. When so, the experience requirement is specified with the equipment.

B. Coordination: Coordinate all details of the equipment with other related parts of the Work, including verification that all structures, piping, wiring, and equipment components are compatible. Perform all structural and other alterations in the Work required to accommodate equipment differing in dimensions or other characteristics from that contemplated in the Contract Drawings or Specifications. No extra compensation will be allowed because of differences between actual dimensions and measurements indicated on the working drawings.

C. Provide the services of a technical representative for furnished equipment, for a sufficient period to assist in start-up and initial adjustment of all equipment, and to train, advise and consult with OWNER’s operating personnel.

D. All items of equipment required under this Contract to include literature explaining “Operation and Maintenance” of that item of equipment. If a manufacturer does not print such a standard O&M manual, CONTRACTOR to provide OWNER with a manual, approved in writing by the manufacturer.

E. Workmanship and Materials: Guarantee all equipment against faulty or inadequate design, improper assembly or erection, defective workmanship or materials, and leakage, breakage or other failure. Materials to be suitable for service conditions.

F. All equipment to be designed, fabricated, and assembled in accordance with the best modern engineering and shop practice. Individual parts to be manufactured to standard sizes and gages so that repair parts, furnished at any time, can be installed in the field.

Like parts of duplicate units to be interchangeable. Equipment is not to have been in service at any time prior to delivery, except as required by tests.

G. Except where otherwise specified, structural and miscellaneous fabricated steel used in equipment to conform to AISC standards. All structural members to be designed for shock or vibratory loads. Unless otherwise specified, all steel which will be submerged, all or in part, during normal operation of the equipment to be at least 1/4-inch thick.

H. Maintenance and Repair Facility: Equipment manufacturers to have maintenance and repair facilities established and in operation in the continental United States for a period of not less than three years. Such facilities to be fully equipped and staffed with qualified personnel for making repairs to equipment provided under this contract. The facilities to carry a full line of normal maintenance spare parts.

1.05 PREPARATION FOR SHIPMENT

A. When practical, factory assemble products. Matchmark or tag separate parts and assemblies to facilitate field assembly. Cover machined and unpainted parts that may be damaged by the elements with a strippable protective coating.

B. Equipment to be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of Project and CONTRACTOR, equipment number, and approximate weight. Include complete packing lists and bills of materials with each shipment.

C. Protect from exposure to the elements and keep thoroughly dry and dustfree at all times. Painted surfaces to be protected against impact, abrasion, discoloration, and other damage. Apply grease and lubricating oil to all bearings and similar items.

D. Tag or mark each item of equipment as identified in the delivery schedule or on the Shop Drawings.

E. Spare Parts, Special Tools, Test Equipment, Expendables, and Maintenance Materials:
   1. Furnish as required by the Specifications prior to:
      a. Starting functional testing; or
      b. Operation of the equipment by the OWNER; or
      c. At 75 percent of Project completion, whichever occurs first.
   2. Properly packaged to avoid damage, in original cartons insofar as possible. Replace parts damaged or otherwise inoperable.
   3. Firmly affix to, and prominently display on, each package.
      a. Minimum 3-inch by 6-inch manila shipping tag with the following information printed clearly:
         1) Manufacturer's part description and number.
         2) Applicable equipment description.
         3) Quantity of parts in package.
         4) Equipment manufacturer.
         5) Applicable Specification Section.
         6) Name of CONTRACTOR.
         7) Project name.
   4. Deliver materials to site.
   5. Notify ENGINEER/OWNER upon arrival.

F. Bare Steel: Where steel components of equipment are specified to be shipped bare for field painting, such exposed steel to be sandblasted and primed, in accordance with Section 09902, "Painting and Protective Coatings".

1.06 DELIVERY AND INSPECTION

A. Deliver products in accordance with the accepted current progress schedule and coordinate to avoid conflict with Work and conditions at the site. Deliver anchor bolts and templates sufficiently early to permit setting prior to placement of structural concrete.

B. Deliver products in undamaged condition, in manufacturer's original container or packaging, with identifying labels intact and legible. Include on label date or manufacture and shelf life, where applicable. Include UL labels on products so specified.

C. Coordinate with the OWNER the delivery of material at the site for storage. CONTRACTOR is responsible for acceptance of delivery of materials and supplies by his own personnel. OWNER will not accept delivery of materials for the CONTRACTOR. Make arrangements with suppliers and shipping agencies for delivery to the proper locations.

D. Unload products in accordance with manufacturer's instructions for unloading, or as specified. Record the receipt of products at the site. Inspect for completeness and evidence of damage during shipment.

E. Examine all materials furnished at the time and place of delivery and reject all noncompliant (with specifications), and/or defective or damaged material.

F. Remove noncompliant and/or damaged products from the site and expedite delivery of identical new undamaged products and remedy incomplete or lost products to provide that specified, so as not to delay the progress of the Work.

1.07 HANDLING, STORAGE AND PROTECTION

A. Handle products in accordance with the manufacturer's written instructions, and in a manner to prevent damage. Store products, upon delivery, in accordance with manufacturer's instructions, with labels intact and legible, in approved storage yards or sheds. Provide manufacturer's recommended maintenance during storage, installation, and until products are accepted for use by OWNER.

B. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration. Keep running account of products in storage to facilitate inspection and to estimate progress payments for products delivered but not installed in the Work.

C. Store electrical, instrumentation, and control products, and equipment with bearings, in weather-tight structures maintained above 60°F. Protect electrical, instrumentation, and control products, and insulation against moisture, water, and dust damage. Connect and operate continuously all space heaters furnished in electrical equipment.

D. Store fabricated products aboveground, on blocking or skids, and prevent soiling or staining. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter. Cover products that are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.

E. Store finished products that are ready for installation in dry and well ventilated areas. Do not subject to extreme changes in temperature or humidity. Protect shafts and couplings of motors with rust-preventive compound and store under cover.

F. Hazardous Materials: Prevent contamination of personnel, the storage building, and the site. Meet the requirements of the product specifications, codes, and manufacturer's instructions.

G. Care in Handling: Handle all equipment with care at all times to prevent damage. Use proper hoisting equipment, slings, and temporary supports.

1.08 - 1.11 (NOT USED)

PART 2 PRODUCTS

2.01 MANUFACTURER(S) (NOT USED)

2.02 MATERIALS AND/OR EQUIPMENT

A. General

1. Materials and equipment as specified under separate Sections of the TECHNICAL SPECIFICATIONS or as shown on PLANS.
2. Furnish new and unused materials and equipment. Like items of products furnished and installed in the Work to be end products of one manufacturer and of the same series or family of models to achieve standardization for appearance, operation and maintenance, spare parts and replacement, and manufacturer's services.
3. All materials of construction to be as regularly furnished by the equipment manufacturer for the subject item, unless otherwise specified in the individual Specification Sections.
4. Where product specifications include a named manufacturer, with or without model number, and also include performance requirements, named manufacturer's products must meet the performance specifications.
5. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
6. Provide interchangeable components of the same manufacturer, for similar components, unless otherwise specified.
7. Equipment, Components, Systems, Subsystems: Design and manufacture with due regard for health and safety of operation, maintenance, and accessibility, durability of parts, and comply with applicable OSHA, state, and local health and safety regulations.
8. Provide materials and equipment listed by UL wherever standards have been established by that agency.
9. Lubricant: Furnish three months' supply of lubricants in 5-gallon, or smaller, containers. Lubricant to be "name" brand available from local sources, and subject to approval of OWNER.

B. Drive Units: The nominal input horsepower rating of each gear or speed reducer to be at least equal to the nameplate horsepower of the drive motor. Drive units to be designed for 24-hour continuous service.

1. Gearmotors: Gearmotors to be rated AGMA Class II and to bear an AGMA nameplate.
2. Gear Reducers: Each gear reducer to be totally enclosed, oil lubricated, with antifriction bearings throughout. Worm gear reducers to have a service factor of at least 1.20. Shaft mounted gear reducers to be rated AGMA Class II. Other helical, spiral bevel and combination bevel-helical gear reducers to have a service factor of at least 1.50. Each gear reducer to bear an AGMA nameplate.
3. Variable Speed Drives: Each variable speed drive to have a service factor of at least 1.75 at maximum speed. Provide a spare belt with each variable speed drive unit employing a belt for speed change. Unless specifically permitted by the detailed equipment specifications, bracket type mounting is not acceptable for variable speed drives.
4. V-Belt Drives: Each V-belt drive to include a sliding base or other suitable tension adjustment. V-belt drives to have a service factor of at least 1.6 at maximum speed.

C. Safety Guards: All belt or chain drives, fan blades, couplings, and other moving or rotating parts to be covered on all sides by a safety guard. Unless otherwise noted in individual Specification Sections, safety guards to be fabricated from 16 USS gage or heavier galvanized or aluminum-clad sheet steel or galvanized expanded metal. Design guards for easy installation and removal. All necessary supports and accessories to be provided for each guard. Supports and accessories, including bolts, to be galvanized. Safety guards in outdoor locations to be designed to prevent the entrance of rain and dripping water.

D. Anchor Bolts
1. Equipment suppliers to furnish suitable anchor bolts for each item of equipment. Anchor bolts, together with templates or setting drawings, to be delivered sufficiently early to permit setting the anchor bolts when the structural concrete is placed. Unless otherwise specified, anchor bolts to have a minimum diameter of ¾-inch.
2. Unless otherwise indicated or specified, anchor bolts for items of equipment mounted on baseplates to be long enough to permit 1½ inches of grout beneath the baseplate and to provide adequate anchorage into structural concrete.

E. Equipment Bases: Unless otherwise indicated or specified, all equipment to be installed on concrete bases at least 6 inches high. Cast iron or welded steel baseplates to be provided for pumps, compressors, and other equipment. Each unit and its drive assembly to be supported on a single baseplate of neat design. Baseplates to have pads for anchoring all components and adequate grout holes. Baseplates for pumps to have a means for collecting leakage and a threaded drain connection. Baseplates to be anchored to the concrete base with suitable anchor bolts and the space beneath filled with grout.

F. Special Tools and Accessories: Equipment requiring periodic repair and adjustment to be furnished complete with all special tools, instruments, and accessories required for proper maintenance. Equipment requiring special devices for lifting or handling to be furnished complete with those devices.

G. Shop Painting
1. General: All steel and iron surfaces to be protected by suitable paint or coatings applied in the shop. Surfaces, which will be inaccessible after assembly to be protected for the life of the equipment. Exposed surfaces to be finished smooth, thoroughly cleaned, and filled as necessary to provide a smooth uniform base for painting. Electric motors, speed reducers, and other self-contained or enclosed components to be shop primed or finished with a high-grade oil-resistant enamel suitable for coating in the field with an alkyd enamel. Coatings to be suitable for the environment where the equipment is installed.
2. Equipment Finish:
   a. Provide manufacturer's standard finish and color, except where specific finish or color is indicated.
   b. If manufacturer has no standard color, provide equipment with ANSI No. 61, light gray color.

H. Pressure Gauges
1. General: Furnish and install pressure gauges on the suction and discharge of all pumps, on each side of pressure reducing valves, and where shown on PLANS. Provide vacuum gauges on vacuum lines where shown. Exceptions:
   a. None.
2. Type: General service industrial grade pressure gauge for measuring process operating conditions for all services except chlorine.
3. Construction:
   a. Size: 2 ½" nominal dial size;

b. Movement: Bourdon tube, 316 S.S., with overload and underload stops;
c. Case & Ring: Polished stainless steel;
d. Window: Glass;
e. Connection: ¼" NPT, S.S.;
f. Pointer: Black, adjustable needle;
g. Filling: Liquid filled.

4. Accuracy: ASME grade 1A (1% of full scale)
5. Scale Range:
   a. General: As noted on PLANS or such that normal operating pressure lies between 50 and 80 percent of scale range.
   b. Vacuum Service: 0 – 30" Hg.
   c. Pump Suction Service: Compound, 0 – 30" Hg/0 – 15 psi.
6. Manufacturer: Dresser-Ashcroft Type 1009, or equal.
7. Accessories: Unless otherwise shown on PLANS, furnish, each pressure gauge with a diaphragm seal and isolation valve.
   a. Diaphragm Seal: Silicone oil filled, 316L S.S. mini diaphragm seal, direct connected to gauge. Dresser/Ashcroft Model 25-310SSL-02T-CG or equal.
   b. Isolation Valve: ¼ turn, solid body, 316 S.S. ball valve, Apollo Valve or equal.
   c. Isolation valve to be connected to parent pipe at 1" threaded tap and reducing bushing.

2.03 FABRICATION

A. General
1. Manufacture parts to U.S.A. standard sizes and gauges.
2. Two or more items of the same type to be identical, by the same manufacturer, and interchangeable.
3 Design structural members for anticipated shock and vibratory loads.
4. Modify standard products as necessary to meet performance Specifications.

B. Lubrication System
1. Require no more than weekly attention during continuous operation.
2. Convenient and accessible. Oil drains with bronze or stainless steel valves and fill plugs easily accessible from the normal operating area or platform. Locate drains to allow convenient collection of oil during oil changes without removing equipment from its installed position.
3. Provide constant-level oilers or oil level indicators for oil lubrication systems.
4. For grease type bearings, which are not easily accessible, provide and install stainless steel tubing; protect and extend tubing to convenient location. Provide "Alemite" grease fittings. Provide one grease line per fitting. One line for multiple fittings is not acceptable.
5. Install oil fill tubes and drain plugs where such are not provided on equipment.

2.04 SOURCE QUALITY CONTROL

A. Where Specifications call for factory testing to be witnessed by ENGINEER, notify ENGINEER not less than 14 days prior to scheduled test date unless otherwise specified.

B. Calibration Instruments: Bear the seal of a reputable laboratory certifying that instrument has been calibrated within the previous 12 months to a standard endorsed by the National Institute of Standards and Technology (NIST).

C. Factory Tests: Perform in accordance with accepted test procedures and document successful completion.

PART 3 EXECUTION

3.01 GENERAL (NOT USED)

3.02 PREPARATION

A. Preparation of Concrete for Equipment: Set anchor bolts to certified and approved shop drawings only, unless otherwise directed. Where necessary, provide wood or steel templates. Survey all concrete layouts before pouring and make certain that all required or necessary sleeves, inserts, and conduit are in place and secured.

B. Lubrication: Completely lubricate all equipment prior to operation. Use only manufacturer's recommended lubricant for each application. Fill lubricant reservoirs and replace consumption during testing, startup, and operation prior to acceptance of equipment by OWNER.

3.03 ERECTION/INSTALLATION/APPLICATION AND/OR CONSTRUCTION

A. Equipment Drawings show general locations of equipment, devices, and raceway, unless specifically dimensioned.

B. Equipment is not to be installed or operated except by, or with the guidance of, qualified personnel having the knowledge and experience necessary for proper installation and/or operation. When employees of CONTRACTOR or his Subcontractors are not qualified, such personnel to be field representatives of the manufacturer of the equipment or materials being installed.

C. Installation: Install each type of equipment in strict accordance with good practice and in compliance with approved printed instructions of manufacturer. CONTRACTOR to provide, and have available at all times, copies of such printed instructions.

D. Grouting Equipment: Materials and general procedures for grouting equipment are found in applicable concrete sections. Follow approved manufacturer's recommendations for equipment requiring special procedure.

E. Repaint painted surfaces that are damaged prior to equipment acceptance.

F. Handle, install, connect, clean, condition, and adjust products in accordance with manufacturer's instructions and as may be specified. Retain a copy of manufacturers' instruction at site, available for review at all times.

G. For material and equipment specifically indicated or specified to be reused in the Work:
   1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work.
   2. Arrange for transportation, storage, and handling of products that require offsite storage, restoration, or renovation. Include costs for such Work In the Contract Price.

3.04 EQUIPMENT CHECK-OUT

As soon as equipment is erected and lubricated, perform initial check-out and adjustments to ensure that everything is in working order. Protect all parts as necessary to prevent corrosion or deterioration until final painting.

3.05 FIELD QUALITY CONTROL

A. Qualified manufacturers' field representatives to be provided by the equipment manufacturers to perform all manufacturers' field services called for in the Specifications. At a minimum, manufacturers' field representatives to perform the following:
   1. Observe the installation;
   2. Instruct, guide, and direct CONTRACTOR's erection or installation procedures;
   3. Perform an installation check and prepare "Equipment Installation Report"; and
   4. Instruct the OWNER's personnel in the proper operation and maintenance procedures for the equipment.

   Field representative to revisit the site as often as necessary to complete installation and services satisfactory to OWNER/ENGINEER.

B. Each manufacturer's representative to furnish written report certifying that the equipment has been properly installed and lubricated; is in accurate alignment; is free from any undue stress imposed by connecting piping or anchor bolts; and has been operated under full load conditions and that it operated satisfactorily.

C. Performance Testing: When the Specifications require the presence of ENGINEER, initial tests to be observed or witnessed by ENGINEER. OWNER to be reimbursed by CONTRACTOR for all costs of subsequent visits by ENGINEER to witness or observe incomplete tests, retesting, or subsequent tests.

3.06 ADJUSTMENT AND CLEANING

Perform required adjustments, tests, operation checks, and other startup activities.

3.07 FIELD FINISHING

In accordance with individual Specification Sections.

3.08 TESTING AND PLACING IN SERVICE

A. All equipment installed under this Contract to be placed into successful operation according to the written instructions of the manufacturer or the instructions of the manufacturer's field representative. All required adjustments, tests, operation checks, and other startup activity to be provided.

B. Testing and Adjustments: Complete all preliminary check-out and testing operations. Make necessary adjustments.

C. Initial Operation: Perform initial operation of process equipment with water. Make final adjustments.

3.09 - 3.10 (NOT USED)

3.11 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.

END OF SECTION

PART 1 GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. General

1. When required by individual Specification Sections, submit Operation and Maintenance (O&M) data, which is specifically applicable to the scope of work and is a complete and concise depiction of the provided equipment or product. Data containing extraneous information that has to be sorted through to find applicable instructions will not be accepted. Present information in sufficient detail to clearly explain user O&M requirements at the system, equipment, and component level. Include an index preceding each submittal.
2. Package Content: For each product, system, or piece of equipment requiring submission of O&M data, submit the package required in the individual Specification Section. Package content to be as required in Paragraph 1.03, "Schedule of Operations and Maintenance Data Packages" of this Section.
3. Furnish four (4) draft Operations and Maintenance Manuals explaining the proper installation, operation, and maintenance for each piece of equipment supplied. Draft O&M Manuals will be reviewed by the ENGINEER for compliance with this Section. One (1) draft O&M Manual will be returned to CONTRACTOR noted as either "Revise & Resubmit" or "No Exception Taken".
4. CONTRACTOR to check and approve O&M Manuals for compliance with requirements of Contract and will so certify by placing CONTRACTOR stamp of approval on each manual prior to submitting to ENGINEER. Any manual submitted without CONTRACTOR's stamp will not be reviewed and will be promptly returned for proper submission. OWNER may assess CONTRACTOR a charge for reviews of same items in excess of three (3) times.
5. After all O&M Manuals are in acceptable form, CONTRACTOR to furnish to the ENGINEER four (4) bound, complete sets of Operation and Maintenance Manuals consisting of printed material previously accepted by the ENGINEER for this purpose. Manuals are to be bound in a heavy duty, fabric reinforced fiberboard, three post, expandable binder with a maximum binding width of 5″. Three-ring vinyl reinforced binders will not be acceptable. Manual to have information listed in Paragraph 1.01 B.1 printed on the front cover as well as the binder spine. Each binder to have an index outlining all information in the set of volumes.
6. Final retainage will not be released until the Operation and Maintenance Manuals have been submitted and recommended by the ENGINEER.

B. Format

1. Provide each manual with a project name, volume number, number of volumes in the set, project number, and date.
2. Furnish each volume with a complete index for all volumes in the set. The index is to indicate the volume and section for each piece of equipment.
3. Manuals to be limited to page sizes of 8½″ × 11″ or drawings folded into such size.
4. Materials in manuals to be suitable for photographic reproduction. Where copies of identical material are included, clarity and quality of copies to be equal to the original, square to the page. Faxed copies will not be accepted.
5. Manuals to be customized to describe the equipment actually furnished. Manufacturer's pre-printed literature may be accepted provided it has been modified by underlining the specific model used.
6. Divide manuals into sections paralleling the equipment specifications.

7. The front of each section to have a cover sheet indicating the CONTRACTOR performing the installation, local suppliers name, address and phone number of each piece of equipment in the section.
8. In addition to drawings supplied in the equipment sections, provide an additional, legible copy of all vendor supplied drawings for each piece of equipment in a separate binder and include as a drawing volume in the O&M manual set.
9. Binders: All draft O&M Manuals are to be bound in a folder or 3-ring binder. Un-bound, stapled, or clipped submittals will not be accepted for review. Maximum width of any single draft equipment O&M Manual is 4-inches.

1.02 TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES

A. Maintenance Summary Form

1. General: All Operations and Maintenance Manuals are to include a Maintenance Summary Form in the format and style of the example form attached to this Section as Attachment A. Manuals will not be accepted for review without this form. The Maintenance Summary Form is to be a typed document prepared by the equipment manufacturer specifically for the equipment furnished. Title and subheadings are to be as shown on Attachment A – they are not to be modified. If a subheading is not applicable to the specific piece of equipment, it is to be noted by the words “Not Applicable” after the heading. Additional notes and comments may be added to the end of the form at the manufacturer’s discretion.
2. Format:
   a. Size: 8½″ × 11″ (portrait orientation only).
   b. Margins: Top - 1″, Left - 0.75″, Right - 0.75″, Bottom - 0.75″.
   c. Font:
      1) Title: Arial - 16 point - bold.
      2) Subheadings: Arial - 12 point - bold.
      3) Text: Arial - 12 point - regular.
      4) Tables: As shown in Attachment A - minimum text size Arial - 10 point - regular.
3. Specific Instructions:
   a. Equipment Item: Include generic name for equipment along with service and specification reference.
   b. Manufacturer: List manufacturer’s physical address for shipping and receiving and mailing address (if different from physical address). Include telephone number and facsimile telephone number.
   c. Equipment Identification Number(s): Provide list of equipment serial numbers cross-referenced to equipment tag numbers in tabular form. When multiple items are provided, list each item separately.
   d. Total Weight: Note the assembled weight of the equipment.
   e. Nameplate Data: Reproduce the nameplate data exactly as it appears on the equipment. For driven equipment, include the driver nameplate data.
   f. Manufacturer’s Local Representative: Provide the name, address, and phone numbers of the local representative.
   g. Maintenance Requirements:
      1) Maintenance Operation: List briefly each maintenance operation required to maintain warranty in effect and refer to specific information in manufacturer’s standard maintenance manual.
      2) List required frequency of each maintenance operation.
      3) Refer by symbol to lubricant list.
   h. Lubricant List: List each recommended lubricant by symbol, noting generic type of lubricant, and a minimum of two manufacturers. The Owner has a standing supply contract with Exxon/Mobil. The recommended lubrication products shall include a specific cross reference to an equivalent Exxon (Mobil) product.

i. Spare Parts: Include recommendations regarding what spare parts, if any, should be maintained on site for routine maintenance.

j. CONTRACTOR's Job Order: Identify CONTRACTOR's purchase order number.

k. Closest Service Technician: Identify the closest, factory trained, and authorized, service technician by name, address and telephone number. Include pager number if applicable.

l. Closest Parts and Service Center: List closest factory authorized parts and service center, the physical address for shipping and receiving and mailing address (if different from physical address). Include telephone number and facsimile telephone number.

B. Asset Management Tracking Form: CONTRACTOR shall provide a completed COA Asset Management Tracking Form. A sample Asset Management Tracking Form is included as Attachment B. CONTRACTOR shall coordinate with the OWNER and request the latest version of the form prior to completing the information. The OWNER will provide the form in an editable, electronic version for use by the CONTRACTOR. Provide data for all tagged equipment and components.

1. In addition to the information shown in Attachment B, the CONTRACTOR shall provide the installation cost and the Manufacturer's expected useful life for each line item in the Attachment.

C. Operating Instructions: Include specific instructions, procedures, and illustrations for the following phases of operation.

D. Safety Precautions: List personnel hazards and equipment or product safety precautions for all operating conditions.

E. Normal Operations: Include control diagrams with data to explain operation and control of equipment.

F. Service Requirements: Include instructions for services to be performed such as adjustments and inspection.

G. Environmental Conditions: Include a list of environmental conditions (temperature, humidity, and other relevant data) for each product or piece of equipment under which it is best suited to operate.

H. Preventative Maintenance: Preventative Maintenance Plan and Schedule to include manufacturer's schedule for routine preventative maintenance and inspections required to ensure proper and economical operation and to minimize corrective maintenance and repair. Provide manufacturer's projection of preventative maintenance man-hours on an annual basis.

I. Corrective Maintenance:

1. Troubleshooting Guides and Diagnostic Techniques: Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or requires replacement.

2. Wiring Diagrams and Control Diagrams: Wiring diagrams and control diagrams to be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job specific wiring and control work. On diagrams, number electrical and electronic wiring and the terminals for each type, identically to actual installation numbering. Furnish control schematics reproduced from control schematics shown on

PLANS with modifications as required, but not redrawn or redesigned in another format.

3. Maintenance and Repair Procedures: Include instructions and list tools required to restore product or equipment to proper condition or operating standards.
4. Removal and Replacement Instructions: Include step-by-step procedures and list required tools and supplies for removal and replacement of components, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions to include a combination of text and illustrations.
5. Spare Parts and Supply Lists: Include lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays.
6. Corrective Maintenance Man-Hours: Include manufacturer's projection of corrective maintenance man-hours. Corrective maintenance that requires participation of the equipment manufacturer to be identified and tabulated separately.
7. List of all protective relays, breaker types, cable and fuse sizes and settings (where applicable).
    a. Protective Relays: Provide information on the relay type used and time current curves.
    b. Breakers: Provide catalog numbers and breaker trip curves.
    c. Cables: Provide cable size, cable type and length of each cable installed.
    d. Power Fuses: Provide fuse catalogue number, rating and fuse curve.
8. Documentation of field functional tests and performance test described in the specifications. Include the test results and calibration reports of all equipment.
9. Renewal Parts Bulletin: Include parts lists pertinent to the components used in the installation.
10. Calibration data sheet including set points: Include all calibration data sheets.

J. Appendices: Provide information required below and information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Include the following:

1. Parts Identification: Provide identification and coverage for all parts of each component and accessory of the end items subject to replacement. Include special hardware requirements, such as requirement to use high-strength bolts and nuts. Identify parts by make, model, serial number, and source of supply to allow reordering without any further identification required. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations and separate listing to show the index, reference, or key number which will cross-reference the illustrated part to be the listed part. Parts shown in the listings to be grouped by components.
    a. Manufacturer's Standard Commercial Practice (MSCP): The parts data may cover more than one model or series of equipment, components, attachments, or accessories, such as a master parts catalog, in accordance with the manufacturer's standard commercial practice.
    b. Other than Manufacturer's Standard Commercial Practice (MSCP): Final assembly manufacturer may add a cross-reference to implement components' assemblies and parts requirements when implementation in manual form varies significantly from the style, format, and method of manufacturer's standard commercial practice. Use the format in the following example:

Final Assembly Manufacturer's Alphanumeric Sequence	Actual Manufacturer's Name and MSCP	Actual Manufacturer Part No.
100001	John Doe & Co. 00000	2000002

2. Warranty Information: List and explain the various warranties and include the servicing and technical precautions prescribed by the manufacturers or Contract Documents to keep warranties in force.
3. Testing Equipment and Special Tool Information: Include information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.

1.03 SCHEDULE OF OPERATION AND MAINTENANCE DATA PACKAGES

A. Furnish the O&M data packages specified in individual technical sections. The required information for each O&M data package is as follows:
1. Maintenance Summary Form;
2. Asset Management Tracking Form;
3. Safety precautions;
4. Normal operations;
5. Environmental conditions;
6. Preventive maintenance plan and schedule;
7. Troubleshooting guides and diagnostic techniques;
8. Maintenance and repair procedures;
9. Removal and replacement instructions;
10. Wiring diagrams and control diagrams;
11. Spare parts and supply list;
12. Parts identification;
13. Warranty information;
14. Testing equipment and special tool information; and
15. Approved and corrected shop drawings showing "as-built" conditions.

1.04 SPECIAL SUBMITTAL REQUIREMENTS

A. All Operation and Maintenance - Maintenance Instruction Manuals, catalog sheets, product and component data sheets, and factory and on-site (field) test reports/data shall be submitted in bound hard-copies and electronic copies. Electronic copies shall be in the source software, where possible, including MS Word, Excel, Access, or AutoCad. Other documents not prepared using these software packages shall be submitted in searchable Adobe Acrobat® (*.pdf files) latest edition, and shall be submitted electronically and on a thumbdrive.

B. Binders and File Organization of the Electronic Copies: Clearly label each copy of the electronic version of the O&M Manuals. The electronic volume numbers, organization of the electronic files contained within, and labeling formats shall match and be identical to those of the hard-copies. Additionally, in each electronic volume, a navigation tool shall be installed that shall guide and navigate the user to open and/or close a desired section and/or subsection (within each volume) simply by clicking on the section/subsection name and number. Install a hard copy of the table of contents with each thumbdrive. All labels and tables of contents shall be neatly typed and labeled. Handwritten labels and/or tables of contents will not be accepted. Install a neatly typed label on each case that shall provide all the information required to be listed on the cover of the O&M Manuals by these Specifications.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 O&M DATA PACKAGES

Furnish a draft O&M data package for equipment a minimum of four (4) weeks prior to conducting operator training on the equipment. Draft O&M data packages to include, at a minimum, the information defined in Paragraphs 1.03 A.1 through 1.03 A.8.

3.02 - 3.10 (NOT USED)

3.11 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.

ATTACHMENT A

MAINTENANCE SUMMARY FORM

1. **EQUIPMENT ITEM:**

2. **MANUFACTURER INFORMATION:**

3. **EQUIPMENT IDENTIFICATION NUMBER(S):**

Equipment Tag Number	***Equipment Serial Number***	***Driver Serial Number***

4. **TOTAL WEIGHT:**

5. **NAMEPLATE DATA (HP, Voltage, Speed, etc.):**

6. **MANUFACTURER'S LOCAL REPRESENTATIVE:**

7. **MAINTENANCE REQUIREMENTS:**

Maintenance Operation	***Frequency***	***Lubricant*** (if applicable)	***Comments***

8. **LUBRICANT LIST:**

9. **SPARE PARTS:**

Part Description	***Quantity***	***Part Number***

10. **CONTRACTOR'S JOB ORDER:**

11. **CLOSEST SERVICE TECHNICIAN:**

12. **CLOSEST PARTS AND SERVICE CENTER:**

City of Austin
Austin Water Utility
Asset Management Tracking Form

Facility	Project Number	Project ID

Equipment Position /Location Tag	Equipment Description	Manufacturer	Model	Serial Number	Asset Number Sticker	Startup Date	Warranty Expiration Date	Estimated Replacement Material Cost	Estimated Replacement Labor Cost	Expected Useful Life	Start Reading	Expiration Reading	Service Contract Available?

SAMPLE

END OF SECTION

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.

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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 Shelby Eckols, 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 Project Principal of AECOM Technical Services, 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 Waller Creek Inlet Facility Catenary Screen Pilot Project, located at 12th Street and Red River Street, 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: Shelby Eckols

STATE OF TEXAS
COUNTY OF TRAVIS

ON JUNE 17, 2021, personally appeared SHELBY ECKOLS and been duly sworn by me, subscribed to the foregoing statement and has stated that the facts stated therein are true and correct.

VALERIE J TEACLE
Notary ID #125529320
My Commission Expires
December 19, 2021

Notary Public, State of Texas Valerie J Teacle

Printed Name of Notary VALERIE J. TEACLE

My Commission Expires: 12-19-2021

01605A.00/110392

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CITY OF AUSTIN

STATEMENT OF NON-INCLUSION OF ASBESTOS CONTAINING MATERIAL

ENGINEER/ARCHITECT AFTER DESIGN

STATE OF TEXAS
COUNTY OF TRAVIS

"My name is Shelby Eckols, 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 Project Principal of AECOM Technical Services, 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 Waller Creek Inlet Facility Catenary Screen Pilot Project, located at 12th Street and Red River Street 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.

   N/A

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: Shelby Eckols

STATE OF TEXAS
COUNTY OF TRAVIS

ON JUNE 17, 2021 personally appeared SHELBY ECKOLS and been duly sworn by me, subscribed to the foregoing statement and has stated that the facts stated therein are true and correct.

VALERIE J TEACLE
Notary ID #125529320
My Commission Expires
December 19, 2021

Notary Public, State of Texas Valerie J Teacle

Printed Name of Notary VALERIE J. TEACLE

My Commission Expires: 12-19-2021

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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. 403S
Concrete for Structures

403S.1 Description

This item shall govern quality, storage, handling, proportioning and mixing of materials for hydraulic cement concrete construction of buildings, bridges, culverts, slabs, prestressed concrete and incidental appurtenances.

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

403S.2 Submittals

The submittal requirements of this specification item may include:

Mix design option(s) of the class of concrete required on the project,

The supplier of the concrete mix design(s) and type of mixing equipment, and

Type of admixtures to be used with the concrete mixes.

403S.3 Materials

Concrete shall be composed of hydraulic cement or hydraulic cement and supplementary cementing materials, water, aggregates (fine and coarse), and admixtures proportioned and mixed as hereinafter provided to achieve specified results.

A. Cementitious Materials

Hydraulic cement shall conform to ASTM C 150, Type I (General Purpose), Type II (General Purpose with Moderate Sulfate Resistance) and Type III (High Early Strength). Type I shall be used when none is specified or indicated on the drawings. Type I and Type III cements shall not be used when a Type II cement is specified or indicated on the drawings. Type III cement may be used in lieu of a Type I cement, when the anticipated air temperature for the succeeding 12 hours will not exceed 60oF (15.6oC). A Type III cement shall only be used in precast concrete or when otherwise specified or allowed. All cement shall be of the same type and from the same source for a monolithic placement.

Unless otherwise specified the cementitious material content shall be limited to no more than 700 lbs. per cubic yard (417 kg per cubic meter). When supplementary cementing materials are used, cement is defined as “cement plus supplementary cementing material.” Supplementary cementing materials include fly ash (DMS 4610), ultra-fine fly ash (DMS-4610), ground granulated blast furnace slag grade 100 or 120 (DMS-4620), silica fume (DMS-4630) and metakaolin (DMS-4635).

Supplementary cementing materials shall not be used when white hydraulic cement is specified.

Class C flyash shall not be used in sulfate-resistant concrete.

Hydraulic cement manufactured in a cement kiln fueled by hazardous waste shall be considered as an approved product if the production facility is authorized to operate under regulation of the Texas Commission on Environmental Quality (TCEQ) and the U. S. Environmental Protection Agency (EPA). Supplier shall provide current TNRCC and EPA authorizations to operate the facility.

When sulfate-resistant concrete is required for a project, mix design options 1, 2, 3 or 4 presented in Section 403S.8, "Mix Design Options" shall be used to develop appropriate mix design utilizing Type I/II, II, V, IP or IS cement.

B. Mixing Water

Water for use in concrete and for curing shall be potable water free of oils, acids, organic matter or other deleterious substances and shall not contain more than 1,000 parts per million of chlorides as Cl or sulfates as SO4.

Water from the City of Austin will not require testing. Contractor may request approval of water from other sources. Contractor shall arrange for samples to be taken from the source and tested at the Contractor's expense. When water from other sources is proposed, test reports shall be provided that indicates compliance with Table 1 before use.

Table 1: Chemical Limits for Mix Water		
Contaminant	Test Method	Maximum Concentration (ppm)
Chloride (CL) Prestressed concrete Bridge decks & superstructure All other concrete	ASTM D-512	 500 500 1,000
Sulfate (SO4)	ASTM D-516	1,000
Alkalies (NA2O + 0.658 K2O)	ASTM D-4191 & D-4192	600
Total Solids	AASHTO T-26	50,000

Water that has an adverse effect on the air-entraining agent or any other chemical admixture or on strength or time of set of the concrete shall not be used. Water used in white Portland cement concrete shall be free from iron and other impurities, which may cause staining, or discoloration.

C. Coarse Aggregate

Coarse aggregate shall consist of durable particles of crushed or uncrushed gravel, crushed blast furnace slag, crushed stone or combinations thereof; free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material either free or as an adherent coating. When white hydraulic

cement is specified, the coarse aggregates used in the concrete shall be light colored. Quality shall be reasonably uniform throughout.

The coarse aggregate from each source shall not contain more than 0.25 percent by weight of clay lumps, nor more than 1.0 percent by weight of shale nor more than 5 percent by weight of laminated and/or friable particles when tested in accordance with TXDOT Test Method TEX-413-A. The coarse aggregate from each source shall have a wear of not more than 40 percent when tested in accordance with TXDOT Test Method TEX-410-A.

Unless otherwise indicated on the drawings, the coarse aggregate from each source shall be subjected to 5 cycles of the soundness test conforming to TXDOT Test Method TEX-411-A. The loss shall not be greater than 12 percent when sodium sulfate is used or 18 percent when magnesium sulfate is used.

Coarse aggregate shall be washed. The Loss by Decantation (TXDOT Test Method TEX-406-A), plus allowable weight of clay lumps, shall not exceed 1 percent or the value indicated on the drawings or in the project manual, whichever is less. If material finer than the # 200 (75 micrometer) sieve is definitely established to be dust of fracture of aggregates made primarily from crushing of stone, essentially free from clay or shale as established by Part III of TXDOT Test Method TEX-406-A, the percent may be increased to 1.5. When crushed limestone coarse aggregate is used in concrete pavements, the decant may exceed 1% but not more than 3% if the material finer than the # 200 (75 micrometer) sieve is determined to be at least 67% calcium carbonate in accordance with TxDoT Test Method Tex-406-A, Part III.

The coarse aggregate factor may not be more than 0.82; however, when voids in the coarse aggregate exceed 48 percent of the total rodded volume, the coarse aggregate factor shall not exceed 0.85. The coarse aggregate factor may not be less than 0.68 except for a Class I machine extruded mix that shall not have a coarse aggregate factor lower than 0.61.

When exposed aggregate surfaces are required, the coarse aggregate shall consist of particles with at least 40 percent crushed faces. Uncrushed gravel, polished aggregates and clear resilient coatings are not acceptable for exposed aggregate finishes.

When tested by approved methods, the coarse aggregate including combinations of aggregates when used, shall conform to the grading requirements shown in Table 2.

Table 2: Coarse Aggregate Gradation Chart (Percent Passing)

Grade	Nom. Size	2-1/2" (62.5 mm)	2" (50 mm)	1 ½" (37.5 mm)	1" (25 mm)	3/4" (19 mm)	1/2" (12.5 mm)	3/8" (9.5 mm)	No. 4 (4.75 mm)	No. 8 (2.36 mm)
1	2" (50 mm)	100	80-100	50-85		20-40			0-5	
2 (467)*	1 1/2" (37.5 mm)		100	95-100		35-70		10-30	0-5	
3	1" (50 mm)		100	95-100		60-90	25-60		0-5	

4 (57)*	1” (50 mm)			100	95-100		25-60		0-10	0-5
5 (67)*	3/4” (19 mm)				100	90-100		20-55	0-10	0-5
6 (7)*	½" (12.5 mm)					100	90-100	40-70	0-15	0-5
7	3/8" (9.5 mm)						100	70-95	0-25	
8	3/8" (9.5 mm)						100	95-100	20-65	0-10

Notes:

1. Recycled crushed concrete fine aggregate shall be limited to a maximum of 20% of the fine aggregate.

2. The use of recycled crushed hydraulic cement concrete as a coarse aggregate shall be limited to Concrete Classes A, B and D (see Table 5).

D. Fine Aggregate

Fine aggregate shall be washed and consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. When white hydraulic cement is specified, the fine aggregates used in the concrete shall be light colored. Quality shall be reasonably uniform throughout It shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall not contain more than 0.5 percent by weight of clay lumps in accordance with TEX-413-A. When subjected to color test for organic impurities per TXDOT Test Method TEX-408-A, it shall not show a color darker than standard.

Unless indicated otherwise on the drawings the acid insoluble residue of fine aggregate used in slab concrete subject to direct traffic shall not be less than 60 percent by weight (mass) when tested conforming to TXDOT Test Method TEX-612-J.

Unless indicated otherwise on the Drawings, fine aggregate shall be blended, when necessary, to meet the acid insoluble residue requirement.

When blending the following equation shall be used:

Acid Insoluble (%) = {(A1)(P1)+(A2)(P2)}/100

Where:

A1 = acid insoluble (%) of aggregate 1,

A2 = acid insoluble (%) of aggregate 2,

P1 = % by weight of A1 of the fine aggregate blend, and

P2 = % by weight of A2 of the fine aggregate blend.

When tested in accordance with TxDoT Test Method Tex-401-A, the fine aggregate, including mineral filler and combinations of aggregates, when used, shall conform to the grading requirements shown in Table 3.

Table 3: Fine Aggregate Gradation Chart1 (Grade 1 - Percent Passing)

3/8 (9.5 mm)	No. 4 (4.75 mm)	No. 8 (2.36 mm)	No. 16 (1.18 mm)	No. 30 (600 µm)	No. 50 (300 µm)	No. 100 (150 µm)	No. 200 (75 µm)
100	95-100	80-100	50-85	25-65	10-351	0-10	0-32

Notes:

1. Recycled crushed concrete fine aggregate shall be limited to a maximum of 20% of the fine aggregate.

2. The use of recycled crushed hydraulic cement concrete as a fine aggregate shall be limited to Concrete Classes A, B and D (see Table 5).

3. 6 to 35 when sand equivalent value is greater than 85.

4. 0 to 6 for manufactured sand.

   Sand equivalent per TXDOT Test Method TEX-203-F shall not be less than 80 nor less than otherwise indicated on the drawings, whichever is greater.

   The fineness modulus will be determined by adding the percentages by weight retained on sieve Nos. 4, 8, 16, 30, 50 and 100 (4.75 mm, 2.36 mm, 1.18mm, 600 µm, 300 µm, and 150 µm) and dividing the sum of the six sieves by 100. For all classes of concrete except K (see Table 5), the fineness modulus shall be between 2.30 and 3.10. For Class K concrete, the fineness modulus shall be between 2.40 and 2.90, unless indicated otherwise on the Drawings.

E. Mineral Filler

Mineral filler shall consist of stone dust, clean crushed sand or other approved inert material. When tested in accordance with TxDoT Test Method Tex-401-A, it shall conform to the following gradation:

Passing the No. 30 (600 µm) Sieve 100 percent

Passing the No. 200 (75 µm) Sieve 65 to 100 percent

F. Mortar and Grout

Unless otherwise specified, indicated on the drawings or approved by the Engineer or designated representative mortar and grout shall consist of 1 part hydraulic cement, 2 parts finely graded sand and enough water to make the mixture plastic. When required to prevent color difference, white cement shall be added to produce color required. When required by the Engineer or designated representative, approved latex adhesive may be added to the mortar. Mortar shall be provided with a consistency such that the mortar can be easily handled and spread by trowel.

Grout shall be provided of a consistency that will flow into and completely fill all voids.

G. Admixtures

All chemical admixtures including water reducing, placticizers and air entrainment shall conform to TxDoT DMS-4640, “Chemical Admixtures for Concrete”. Calcium chloride-based admixtures shall not be approved. Admixtures shall be included in the prequalified concrete admixtures list maintained by TxDot’s Construction Division. High-range water-reducing admixtures (TxDoT Type F or G) and accelerating admixtures (TxDoT Type C or E) shall not be used in bridge deck concrete.

H. Air Entrainment

Unless indicated otherwise on the drawings, all concrete classes with the exception of Class B shall be air;entained in accordance with Table 8. If the air content is more than 1-1/2 percentage points below or 3 percentage points above the required air, the load of concrete will be rejected. If the air content is more than 1-1/2 but less than 3 percentage points above the required air, the concrete may be accepted based on strength test results.

403S.4 Storage of Materials

A. Cement, Supplementary Cementing Materials and Mineral Filler

All cement, supplementary cementing materials and mineral filler shall be stored in separate and well ventilated, weatherproof buildings or approved bins, which will protect the material from dampness or absorption of moisture. Storage facilities shall be easily accessible and each shipment of packaged cement shall be kept separated to provide for identification and inspection. The Engineer or designated representative may permit small quantities of sacked cement to be stored in the open for a maximum of 48 hours on a raised platform and under waterproof covering.

B. Aggregates

The method of handling and storing concrete aggregates shall prevent contamination with foreign materials. If the aggregates are stored on the ground, the sites for the stockpiles shall be clear of all vegetation and shall be level. Aggregates shall be stockpiled in sizes to facilitate blending. If the aggregate is not stockpiled on a hard, non-contaminant base, the bottom 6-inch (150 mm) layer of the stockpile shall not be used without recleaning the aggregate.

When conditions require the use of 2 or more grades of coarse aggregates, separate stockpiles shall be maintained to prevent intermixing. Where space is limited, stockpiles shall be separated by walls or other appropriate barriers.

Aggregate shall be stockpiled and protected from the weather a minimum of 24 hours prior to use to minimize free moisture content. When stockpiles are too large to protect from the weather, accurate and continuous means acceptable to the Engineer or designated representative shall be provided to monitor aggregate

temperature and moisture. Aggregates shall be stockpiled and handled such that segregation and contamination are minimized.

The stockpiles shall be sprinkled to control moisture and temperature as necessary. A reasonably uniform moisture content shall be maintained in aggregate stockpiles.

C. Admixtures

Admixtures shall be stored in accordance with manufacturer's recommendations and shall be protected against freezing.

D. Hot Weather Concrete Mixes

Ice may be used during hot weather concrete placement (Section 13 of Standard Specification Item No. 410S, "Concrete Structures") to lower the concrete temperature; however, the Contractor shall furnish a mix design acceptable to the Engineer or designated representative for class of concrete specified. The addition of ice shall not exceed 50% of the total mix water weight.

403S.5 Measurement of Materials

Water shall be accurately metered. Fine and coarse aggregates, mineral filler, bulk cement and fly ash shall be weighed separately. Allowances shall be made in the water volume and aggregate weights during batching for moisture content of aggregates and admixtures. Volumetric and weight measuring devices shall be acceptable to the Engineer or designated representative. Measurement of materials in non-volumetric and volumetric mixers shall conform to Section 421.4.D of TxDot Specification Item 421, "Hydraulic Cement Concrete".

Batch weighing of sacked cement is not required; however, bags, individually and entire shipments, may not vary by more than 3 percent from the specified weight of 94 pounds (42.6 kilograms) per bag. The average bag weight of a shipment shall be determined by weighing 50 bags taken at random.

403S.6 Mix Design

The Contractor shall furnish a mix design acceptable to the Engineer or designated representative for the class of concrete required in accordance with Table 5. The mix shall be designed by a qualified commercial laboratory and signed/sealed by a registered Professional Engineer, licensed in the state of Texas to conform with requirements contained herein, to ACI 211.1 or TXDOT Bulletin C-11 (and supplements thereto). The maximum water-to-cementitious material ratio identified in Table 5 for specific classes of concrete shall not be exceeded.

A higher-strength class of concrete with equal or lower water-to-cementituous-material ratio may be substituted for the specified class of concrete.

The mix design shall be over-designed in accordance with Table 5 in order to account for production variability and to ensure minimum compressive strength requirements are met.

Allowable mix design options are presented in Section 403S.8.

The Contractor shall perform, at the Contractor's expense, the work required to substantiate the design, including testing of strength specimens. Complete concrete design data shall be submitted to the Engineer or designated representative for approval. The mix design will be valid for a period of one (1) year provided that there are no changes to the component materials.

When there are changes in aggregates or in type, brand or source of cement, supplementary cementing material or chemical admixtures, the mix shall be evaluated as n new mix design. A change in vendor does not necessarily constitute a change in materials or source. When only the brand or source of cement is changed and there is a prior record of satisfactory performance of the cement with the ingredients, the submittal of new trial batches may be waived by the Engineer or designated representative.

At the end of one (1) year, a previously approved mix may be resubmitted for approval if it can be shown that no substantial change in the component materials has occurred and that test results confirming the adequacy of the mix designs have been acquired during the previous year. The resubmittal analysis must be reviewed, signed and sealed by a registered Professional Engineer, licensed in the state of Texas. This resubmittal shall include a reanalysis of specific gravity, absorption, fineness modulus, sand equivalent, soundness, wear and unit weights of the aggregates. Provided that the fineness modulus did not deviate by more than 0.20 or that the re-proportioned total mixing water, aggregate and cement (or cement plus fly ash) are within 1, 2, and 3 percent, respectively, of pre-approved quantities, a one-year extension on the approval of the mix may be granted by the Engineer or designated representative. Updated cement, fly ash, and admixture certifications shall accompany the resubmittal.

Approved admixtures that are included in the prequalified concrete admixtures list maintained by TxDot's Construction Division may be used with all classes of concrete at the option of the Contractor provided that specific requirements of the governing concrete structure specification are met. Water reducing and retarding agents shall be required for hot weather, large mass, and continuous slab placements. Air entraining agents may be used in all mixes but must be used in the classes indicated on Table 5. Unless approved by the Engineer or designated representative, mix designs shall not exceed air contents for extreme exposure conditions as recommended by ACI 211.1 for the various aggregate grades.

403S.7 Consistency and Quality of Concrete

Concrete shall be workable, cohesive, possess satisfactory finishing qualities and of stiffest consistency that can be placed and vibrated into a homogeneous mass within slump requirements specified in Table 4 without the development of segregation or honeycombing. No concrete will be permitted with a slump in excess of the maximums

shown unless water-reducing admixtures have been previously approved. Concrete that exceeds the maximum acceptable placement slump at time of delivery will be rejected. Slump values shall be conducted in accordance with TXDOT Test Method TEX-415-A.

Consistency and quality of concrete should allow efficient placement and completion of finishing operations before initial set. Re-tempering (i.e. addition of water and reworking concrete after initial set) shall not be allowed. When field conditions are such that additional moisture is needed for final concrete surface finishing operation, the required water shall be applied to surface by fog spray only and shall be held to a minimum. Excessive bleeding shall be avoided and in no case will it be permissible to expedite finishing and drying by sprinkling the surface with cement powder.

Table 4: Slump Requirements

	Slump1, inches (mm)	
Type of Construction	Maximum	Minimum
Cased Drilled Shafts	4 (100)	3 (75)
Reinforced Foundation Caissons and Footings	3 (75)	1 (25)
Reinforced Footings and Substructure Walls	3 (75)	1 (25)
Uncased Drilled Shafts	6 (150)	5 (125)
Thin-walled Sections; 9 inches (225 mm) or less	6 ½ (165)	4 (100)
Prestressed Concrete Members1	6 ½ (165)	4 (100)
Precast Drainage Structures	6 (150)	4 (100)
Wall Sections over 9 inches (225 mm)	5 (125)	3 (75)
Reinforced Building Slabs, Beams, Columns and Walls	4 (100)	1 (25)
Bridge Decks	4 (100)	2 (50)
Pavements, Fixed-form	6 ½ (165)	4 (100)
Pavements, Slip-form	3 (75)	1-½ (37.5)
Sidewalks, Driveways and Slabs on Ground	4 (100)	2 (50)
Curb & Gutter, Hand-vibrated	3 (75)	1 (25)
Curb & Gutter, Hand-tamped or spaded	4 (100)	2 (50)
Curb & Gutter, Slip-form/extrusion machine	2 (50)	½ (12.5)
Heavy Mass Construction	2 (50)	1 (25)
High Strength Concrete	4 (100)	3 (75)
Riprap and Other Miscellaneous Concrete	6 (150)	1 (25)
Under Water or Seal Concrete	8 ½ (213)	6 (150)

1. Slump values when a high range water reducer (HRWR) is not used.

2. When a high range water reducer (HRWR) is used, maximum acceptable placement slump will be 9 in (225 mm)

During progress of the work, the Engineer or designated representative shall cast test cylinders as a check on compressive strength of concrete actually placed. The Engineer or designated representative may also perform slump tests, entrained air tests and temperature checks to ensure compliance with specifications.

Proportioning of all material components shall be checked prior to discharging. Excluding mortar material for pre-coating of the mixer drum [see section 403S.8.B and adjustment for moisture content of admixtures and aggregates, material components shall fall within the range of + 1% for water, + 2% for aggregates, + 3% for cement, +2% for fly ash and within manufacturer recommended dosage rates for admixtures except that air entrainment shall be within + 1-1/2 percentage points of the mix design requirements.

Unless otherwise specified or indicated on the drawings, concrete mix temperature shall not exceed 90°F (32oC) except in mixes with high range water reducers where a maximum mix temperature of 100°F (38oC) will be allowed. Cooling an otherwise acceptable mix by addition of water or ice during agitation will not be allowed.

Test cylinders will be required for small placements such as manholes, inlets, culverts, wing walls, etc. The Engineer or designated representative may vary the number of tests to a minimum of 1 for each 25 cubic yards (1 for each 19 cubic meters) placed over a several day period.

Test cylinders shall be required for each monolithic placement of bridge decks or superstructures, top slabs of direct traffic culverts, cased drilled shafts, structural beams and as otherwise directed by Engineer or designated representative for design strength confirmation or early form removal. Test cylinders made for early form removal or for consideration of use of structure will be at Contractor's expense, except when required by Engineer or designated representative.

A strength test shall be defined as the average breaking strength of 2 cylinders. A minimum of four test cylinders shall be prepared; two each to be tested at 7 and 28 days. Specimens will be tested conforming to TXDOT Test Method TEX-418-A. If required strength or consistency of class of concrete being produced cannot be secured with minimum cementitious material specified or without exceeding maximum water/cementitious material ratio, Contractor will be required to furnish different aggregates, use a water reducing agent, an air entraining agent or increase the cement content in order to provide concrete meeting these specifications.

Slump tests will be performed in accordance with TxDoT Test Method Tex-415-A. Entrained air tests will be performed in accordance with TxDoT Test Method Tex-416-A.

Test specimens shall be cured using the same methods and under the same conditions as the concrete represented. Design strength cylinders shall be cured conforming to TXDOT Bulletin C-11 (and supplements thereto).

When control of concrete quality is by 28-day compressive tests, job control testing will be by 7-day compressive strength tests. The minimum strength requirement for seven (7) day test will be 70 percent of the specified minimum 28-day compressive strength. If the required 7-day strength is not secured with the quantity of cement specified in Table 4, changes in the mix design shall be made and resubmitted for approval. For an occasional failure of the seven-day compressive test, the concrete may be tested at 28 days for final evaluation.

Table 5: Classes of Concrete

Class	Cement Sks Per CY	Minimum Strength, psi (MPa)		Maximum W/C Ratio1	Coarse Aggr. Grade 2,3,4	Air Entrain.
		28 Days	7 Days			
A	5.0 (280 kg/m3)	3000 (20.6)	2100 (14.5)	0.6	1,2,3,4, 8	Yes
B	4.0 (225 kg/m^3)	2000 (13.8)	1400 (9.7)	0.6	2,3,4,5,6,7	No
C5	6.0 (335 kg/m^3)	3600(24.8)	2520 (17.4)	0.45	1,2,3,4,5,6	Yes
D	4.5 (252 kg/m^3)	2500 (17.2)	1750 (12.1)	0.6	2,3,4,5,6,7	No
H5	6.0 (335 kg/m^3)	As indicated	As Indicated	0.45	3,4,5,6	Yes
I	5.5 (308 kg/m^3)	3500 (24.1)	2450 (16.9)	0.45	2,3,4,5	Yes
J	2.0 (112 kg/m^3)	800 (5.5)	560 (3.9)	N/A	2,3,4,5	No
S5	6.0 (335 kg/m^3)	4000 (27.6)	2800 (19.3)	0.45	2,3,4,5	Yes

Notes:

1. Maximum water-cement or water-cementitious ratio by weight

2 Unless otherwise allowed, Grade 1 coarse aggregate shall only be used in massive foundations with 4-in (100-mm) minimum clear spacing between reinforcing steel bars.

3. Grade 1 coarse aggregate grading shall not be used in drilled shafts.

4. Unless otherwise allowed, Grade 8 coarse aggregate shall be used in extruded curbs.

5. Structural concrete classes.

6. When Type II cement is used in Class C, S or A concrete, the 7-day compressive strength requirement will be 2310 psi (15.9 MPa) for Class C, 2570 psi (17.7 MPa) for Class S and 1925 psi (13.3 MPa) for Class A minimum.

Table 6: Over Design Required to Meet Compressive Strength Requirements$_1$

Number Of Tests $_{2,3}$	Standard Deviation, psi (MPa)				
	300 (2.06)	400 (2.75)	500 (3.44)	600 (4.13)	700 (4.82)
15	470 (3.24)	620 (4.27)	850 (5.85)	1,120	1,390

				(7.71)	(9.57)
20	430 (2.96)	580 (3.99)	760 (5.23)	1,010 (6.95)	1,260 (8.67)
30 or more	400 (2.75)	530 (3.65)	670 (4.61)	900 (6.20)	1,130 (7.78)

Notes:

1. When designing the mix, add the tabulated amounts to the minimum design strength in Table 5.Maximum water-cement or water-cementitious ratio by weight

2. Number of tests of a concrete mixture used to estimate the standard deviation of a concrete production facility. Test of another mix within 1,000 psi (6.88 MPa) of the specified strength may be used.

3. If less than 15 prior tests are available, the overdesign should be 1,000 psi (6.88 MPa) for specified strength less than 3,000 psi (20.65 MPa), 1,200 psi (8.26 MPa) for specified strengths from 3,000 to 5,000 psi (20.65 to 34.42 MPa) and 1,400 psi (9.64 MPa) for specified strengths greater than 5,000 psi (34.42 MPa).

Table 7: Expected Usage of Concrete Classes

Class	General Usage
A	Inlets, manholes, curb, gutter, curb & gutter, concrete retards, sidewalks, driveways, backup walls and anchors
B	Riprap, small roadside signs and anchors
C5	Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, approach slabs, and cast-in-place concrete traffic barrier
D	Riprap
H5	Prestressed concrete beams, boxes, piling and precast concrete traffic barrier
J	Utility trench repair
S5	Bridge slabs and top slabs of direct traffic culverts

Table 8: Air Entrainment[1]

Nominal Maximum Aggregate Size In (mm)	% Air Entrainment	
	Moderate Exposure	Severe Exposure
3/8 (9.5)- Grades 7 & 8	6	7-1/2
1/2 (12.5)- Grades 6	5-1/2	7
3/4 (19)- Grades 5	5	6
1 (25)- Grades 4	4-1/2	6
1-1/2 (37.5)- Grades 2 & 3	4-1/2	5-1/2
2 (50)- Grades 2	4	5

1. For specified concrete strengths above 5,000 psi (34.42 MPa) a reduction of 1 percentage point is allowed.

403S.8 Mix Design Options

For the structural concretes identified in Table 5 (Classes C, H and S) and any other class of concrete designed using more than 520 lbs. of cementitious material per cubic yard (310 kgs per cubic meter), one of the mix design options presented below shall be used.

For the non-structural concretes identified in Table 5 (Classes A, B, D and I) and any other class of concrete designed using less than 520 lbs. of cementitious material per cubic yard (310 kgs per cubic meter), one of the mix design options presented below will be used, except that Class C fly ash may be used instead of Class F fly ash for Options 1, 3 and 4 unless a sulfate-resistant concrete is required.

A. Option 1: Twenty (20) to thirty-five (35) percent of the cement may be replaced with Class F fly ash.

B. Option 2: Thirty-five (35) to fifty (50) percent of the cement may be replaced with ground granulated blast-furnace slag.

C. Option 3: Thirty-five (35) to fifty (50) percent of the cement may be replaced with a combination of Class F fly ash, ground granulated blast-furnace slag or silica fume. The combination may not include more than thirty-five (35) percent fly ash and no more than ten (10) percent silica fume.

D. Option 4: Type IP or Type IS will be used and up to ten (10) percent of the cement may be replaced with Class F fly ash, ground granulated blast-furnace slag or silica fume.

E. Option 5: Thirty-five (35) to fifty (50) percent of the cement may be replaced with a combination of Class C fly ash and at least six (6) percent of silica fume, ultra fine fly ash or metakaolin. The combination may not include more than thirty-five (35) percent fly ash and no more than ten (10) percent silica fume.

F. Option 6: A lithium nitrate admixture will be added at a minimum dosage of 0.55 gal. Of thirty (30) percent lithium nitrate solution per pound of alkalis present in the hydraulic cement.

G. Option 7: When hydraulic cement only is used in the design, the total alkali contribution from the cement in the concrete does not exceed 4.0 lbs. Per cubic yard, when calculated as follows:

alkali (lbs. per CY) = .01 (lbs cement/CY) (% Na_2O equivalent in cement)

where (% Na_2O equivalent in cement) is assumed to be the maximum cement alkali content reported on the cement mill certificate.

H. Option 8: When there are deviations from Options 1 through 7, the following shall be performed:

1. Conduct tests on both coarse and fine aggregate separately in accordance with ASTM C-1260, using 440 g of the proposed cementitious in the same proportions of hydraulic cement to supplementary cementing material to be used in the mix.

2. Prior to use of the mix, a certified test report signed and sealed by a Professional Engineer, licensed in the state of Texas shall be submitted that demonstrates that ASTM C 1260 test results for each aggregate do not exceed 0.10 percent expansion.

403S.9 Mixing and Mixing Equipment

All equipment, tools and machinery used for hauling materials and performing any part of the work shall be maintained in such condition to insure completion of the work without excessive delays for repairs and replacement. Mixing shall be done in a mixer of approved type and size that will produce uniform distribution of material throughout the mass and shall be capable of producing concrete meeting requirements of ASTM C 94, Ready-mixed Concrete and these specifications. Mixing equipment shall be capable of producing sufficient concrete to provide required quantities. Entire contents of the drum shall be discharged before any materials are placed therein for a succeeding batch. Improperly mixed concrete shall not be placed in a structure. For all mixers an adequate water supply and an accurate method of measuring the water shall be provided.

The mixer may be batched by either volumetric or weight sensing equipment and shall be equipped with a suitable timing device that will lock the discharging mechanism and signal when specified time of mixing has elapsed.

A. Proportioning and Mixing Equipment

For all miscellaneous concrete placements, a mobile, continuous, volumetric mixer or a volumetric or weight batch mixer of the rotating paddle type may be used.

When approved by Engineer or designated representative in writing or when specified for use in other items, these mixers may be used for other types of concrete construction, including structural concrete, if the number of mixers furnished will supply the amount of concrete required for the particular operation in question.

These mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.

For continuous volumetric mixers, the materials delivered during a revolution of the driving mechanism or in a selected interval, will be considered a batch and the proportion of each ingredient will be calculated in the same manner as for a batch type plant.

Mixing time shall conform to recommendations of manufacturer of mixer unless otherwise directed by Engineer or designated representative.

B. Ready-mixed Concrete

Use of ready-mixed concrete will be permitted provided the batching plant and mixer trucks meet quality requirements specified herein. When ready-mixed concrete is used, additional mortar (1 sack cement, 3 parts sand and sufficient water) shall be added to each batch to coat the mixer drum. Ready-mixed concrete, batching plant and mixer truck operation shall include the following:

1. A ticket system will be used that includes a copy for the Inspector. Ticket will have machine stamped time/date of concrete batch, a mix design designation, weight of cement, fly ash, sand and aggregates; exact nomenclature and written quantities of admixtures and water. Any item missing or incomplete on ticket may be cause for rejection of concrete.

2. Sufficient trucks will be available to support continuous placements. The Contractor will satisfy the Engineer or designated representative that adequate standby trucks are available to support monolithic concrete placement requirements.

3. A portion of mixing water required by the mix design to produce the specified slump may be withheld and added at the job site, but only with permission of the Engineer or designated representative and under the Inspector's observation. When water is added under these conditions, the concrete batch will be thoroughly mixed before any slump or strength samples are taken. Additional cement shall not be added at the job site to otherwise unacceptable mixes.

4. A metal plate(s) shall be attached in a prominent place on each truck mixer plainly showing the various uses for which it was designed. The data shall include the drum's speed of rotation for mixing and for agitating and the capacity for complete mixing and/or agitating only. A copy of the manufacturer's design, showing dimensions of blades, shall be available for inspection at the plant at all times. Accumulations of hardened concrete shall be removed to the satisfaction of the Engineer or designated representative.

5. The loading of the transit mixers shall not exceed capacity as shown on the manufacturer's plate attached to the mixer or 63 percent of the drum volume, whichever is the lesser volume. The loading of transit mixers to the extent of causing spill-out enroute to delivery will not be acceptable. Consistent spillage will be cause for disqualification of a supplier.

6. Excess concrete remaining in the drum after delivery and wash water after delivery shall not be dumped on the project site unless approval of the dump location is first secured from the Engineer or designated representative.

C. Volumetric Batching

Use of volumetric batched concrete will be permitted provided the batching and continuous mixing operations conform to ASTM C 685, “Concrete Made By Volumetric Batching and Continuous Mixing”. This type concrete shall be made from materials continuously batched by volume, mixed in a continuous mixer and delivered to the site in a freshly mixed and unhardened state. Tests and criteria for batching accuracy and mixing efficiency shall be as specified in ASTM C 685.

A ticket system will be used that includes a copy for the Inspector. The ticket will have machine stamped time/date of concrete batch, a mix design designation, weight of cement, fly ash, sand and aggregates; exact nomenclature and written quantities of admixtures and water. Any item missing or incomplete on ticket may be cause for rejection of concrete.

Each batching or mixing unit, or both, shall carry in a prominent place a metal plate or plates on which are plainly marked the gross volume of the unit in terms of mixed concrete, discharge speed and the weight-calibrated constant of the machine in terms of a revolution counter or other output indicator. The mixer shall produce a thoroughly mixed and uniform concrete.

The batcher-mixer unit shall contain in separate compartments all the necessary ingredients needed for the manufacture of concrete. The unit shall be equipped with calibrated proportioning devices to vary the mix proportions and it shall produce concrete as required by the Work and ASTM C 685.

D. Truck-mixed Concrete

The concrete shall be mixed in a truck mixer from 70 to 100 revolutions at the mixing speed designated by the manufacturer that will produce a uniform concrete mix. The concrete shall be delivered to the project in a thoroughly mixed and uniform mass and shall be discharged with a satisfactory degree of uniformity. Additional mixing at the job site, at the mixing speed designated by the manufacturer, may be allowed by the Engineer or designated representative as long as the concrete is discharged before the drum has revolved a total of 300 revolutions after the introduction of the mixing water to the cement and the aggregates.

Re-tempering or adding concrete chemical admixtures is only permitted at the job site when concrete is delivered in a truck mixer. Water shall not be added after introduction of mixing water at the batch plant except on arrival at the job site with approval of the Engineer or designated representative, in order to adjust the slump of the concrete. When this water is added, the mix design water-cementitious-material ratio shall not be exceeded. The drum or blades shall be turned at least 30 additional revolutions at mixing speed to ensure thorough and uniform mixing of the concrete. Water or chemical admixtures shall not be added to the batch after any concrete has been discharged.

When the concrete contains silica fume, mixing times and batching operations shall be adjusted as necessary to ensure that the material is completely and uniformly dispersed in the mix. The dispersion of the silica fume within the mix shall be verified in trial batches.

E. Hand-mixed Concrete

Hand mixing of concrete may be permitted for small placements or in case of an emergency and then only on authorization of the Engineer or designated representative. Hand-mixed batches shall not exceed a 4 cubic foot (0.113 cubic meters) batch in volume. Material volume ratios shall not be leaner than 1 part cement, 2 parts large aggregate, 1 part fine aggregate and enough water to produce a consistent mix with a slump not to exceed 4 inches (100 mm). Admixtures shall not be used unless specifically approved by the Engineer or designated representative.

403S.10 Excavation, Placing of Concrete, Finishing, Curing and Backfill

Excavation, placing of concrete, finishing, curing and backfill shall conform to Standard Specification Item No. 401S, "Structural Excavation and Backfill", Standard Specification Item No. 410S, "Concrete Structures" and Standard Specification Item No. 411S, "Surface Finishes for Concrete".

403S.11 Measurement

Where measurement of concrete for a structure is not provided by another governing pay item, measurement shall be made under this specification in accordance with the following.

The quantities of concrete of the various classifications which constitute the completed and accepted structure or structures in place will be measured by the cubic yard (cubic meters:1 cubic meter is equal to 1.308 cubic yards), each, square yard (square meter: 1 square yard equals 0.836 square meters) or linear foot as indicated in the Contract Documents. Measurement will be as follows:

A. General

1. Measurement based on dimensions shall be for the completed structure as measured in place. However, field-measured dimensions shall not exceed those indicated on the drawings or as may have been directed by the Engineer or designated representative in writing.

2. No deductions shall be made for chamfers less than 2 inches (50 mm) in depth, embedded portions of structural steel, reinforcing steel, nuts, bolts, conduits less than 5 inches (125 mm) in diameter, pre/post tensioning tendons, keys, water stops, weep holes and expansion joints 2 inches (50 mm) or less in width.

3. No measurement shall be made for concrete keys between adjoining beams or prestressed concrete planks.

4. No measurement shall be made for fill concrete between the ends or adjoining prestressed concrete planks/box beams at bent caps or between the ends of prestressed concrete planks/box beams and abutment end walls.

5. No measurement shall be made for inlet and junction box invert concrete.

6. No measurement shall be made for any additional concrete required above the normal slab thickness for camber or crown.

B. Plan Quantity. For those items measured for plan quantity payment, adequate calculations have been made. If no adjustment is required by Article 403S.12, additional measurements or calculations will not be required or made.

C. Measured in Place. For those items not measured for Plan Quantity payment, measurement will be made in place, subject to the requirements of Article 403S.10.A.1 above.

403S.12 Payment

The work performed and materials furnished as prescribed by this item and measured in accordance with the applicable provisions of "Measurement" above will be paid for as follows.

The quantity to be paid for will be that quantity indicated in the contract documents and/or shown on the drawings, regardless of errors in calculations, except as may be modified by the following.

Plan Quantities will be adjusted:

A. When a complete structure element has been erroneously included or omitted from the drawings, the quantity shown on the drawings for that element will be added to or deducted from the plan quantity and included for payment. A complete structure element will be the smallest portion of a total structure for which a quantity is included on the drawings. Quantities revised in this manner will not be subject to the provisions of the "General Conditions", Article 11.

B. When the plan quantity for a complete structure element is in error by 5 percent or more, a recalculation will be made and the corrected quantity included for payment. Quantities revised in this manner will not be subject to the provisions of the "General Conditions", Article 11

C. 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", Article 11.

The party to the contract requesting the adjustment shall present to the other, a copy of the description and location, together with calculations of the quantity for the structure element involved. When this quantity is certified correct by the Engineer or designated representative, it will become the revised plan quantity.

Payment for increased or decreased costs due to a change in design on those items measured as "Cubic Yard", "Each", "Square Foot", "Square Yard" or "Linear

Foot" will be determined by Change Order. Quantities revised in this manner will be subject to the provisions of the "General Conditions", Article 11.

The unit prices bid for the various classes of concrete shown shall include full compensation for furnishing, hauling, and mixing all concrete material; placing, finishing and curing all concrete; all grouting, pointing and finishing; furnishing and placing drains; furnishing and placing metal flashing strips; furnishing and placing expansion joint material required by this item; and for all forms and false work, labor, tools, equipment and incidentals necessary to complete the work.

Pay Item No. 403S-CY:	(Structure or Structural Component) -	Per Cubic Yard.
Pay Item No. 403S-EA:	(Structure or Structural Component) -	Per Each.
Pay Item No. 403S-SY:	(Structure or Structural Component) -	Per Square Yard.
Pay Item No. 403S-LF:	(Structure or Structural Component) -	Per Lineal Foot.

End

SPECIFIC CROSS REFERENCE MATERIALS
Standard Specification Item 403S, "Concrete For Structures"

City of Austin Standard Specification Items

Designation	Description
Item No. 401S	Structural Excavation and Backfill
Item No. 410S	Concrete Structures
Item No. 411S	Surface Finishes for Concrete

Texas Department of Transportation: Departmental Material Specifications

Designation	Description
DMS-4640	Chemical Admixtures for Concrete
DMS-4610	Fly Ash
DMS-4620	Ground Granulated Blast-Furnace Slag
DMS-4630	Silica Fume
DMS-4635	Metakaolin

American Association of State Highway & Transportation Officials,
AASHTO Standard Method of Test for

Designation	Description
Method T 26	Quality of Water to be Used in Concrete

American Concrete Institute, ACI

Designation	Description
ACI 211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete

American Society for Testing and Materials, ASTM

Designation	Description
ASTM C 94	Specification For Ready-Mixed Concrete
ASTM C 150	Specification For Portland Cement
ASTM C 685	Concrete Made By Volumetric Batching and Continuous Mixing
ASTM C-1260	Standard Test Method for Potential Alkali Reactivity of Aggregates
ASTM D-512	Test Methods for Chloride Ion in Water
ASTM D-516	Test Methods for Sulfate Ion in Water
ASTM D-4191	Test Method for Sodium in Water by Atomic Absorption
ASTM D-4192	Test Method for Potassium Water by Atomic Absorption

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
TEX-203-F	Sand Equivalent Test
TEX-401-A	Sieve Analysis of Fine and Coarse Aggregate
TEX-406-A	Mineral Finer than 75 µm (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)
TEX-408-A	Organic Impurities in Fine Aggregate for Concrete
TEX-410-A	Abrasion of Coarse Aggregate Using The Los Angeles Machine

TEX-411-A	Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
TEX-413-A	Determination of Deleterious Materials in Mineral Aggregate
TEX-415-A	Slump of Portland Cement Concrete
TEX-416-A	Air Content of Freshly-Mixed Concrete by the Pressure Method
TEX-418-A	Compressive Strength of Cylindrical Concrete Specimens
TEX-612-J	Acid Insoluble Residue

SPECIFIC CROSS REFERENCE MATERIALS (Continued)
Standard Specification Item 403S, "Concrete For Structures"

Texas Department of Transportation: Publications

Designation	Description
Bulletin C-11	Construction Bulletin

RELATED CROSS REFERENCE MATERIALS
Standard Specification Item 403S, "Concrete For Structures"

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

Designation	Description
Item 360	Concrete Pavement
Item 420	Concrete Structures
Item 421	Hydraulic Cement Concrete
Item 427	Surface Finishes for Concrete
Item 431	Pneumatically Placed Concrete

Item 520 Weighing and Measuring Equipment

Texas Department of Transportation: Departmental Material Specifications

Designation	Description
DMS-4650	Hydraulic Cement Concrete Curing Materials and Evaporation Retardants”
DMS-6100	Epoxy and Adhesives
DMS 8900	Fly Ash

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Item No. 405S
Concrete Admixtures

405S.1 Description

This item shall govern material requirements of admixtures for Portland cement concrete.

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

405S.2 Submittals

The submittal requirements of this specification item include:

A. Type and manufacturer of any proposed admixture.

B. Certification that proposed admixture meet the requirements of this specification, ASTM C260 and ASTM C494.

C. For a specific mix design, a statement of compatibility of products shall be submitted when admixtures from multiple manufacturers are proposed.

405S.3 Materials

All admixture submittals must be approved by the Engineer or designated representative. No admixture shall be chloride-based or have chloride(s) added in the manufacturing process. Admixtures must be pretested by the Texas Department of Transportation (TXDOT) Materials and Tests Engineer and be included in the State's current approved admixture list. All admixtures must retain an approved status through the duration of a mix design's one-year approval period.

(1) Air Entraining Admixture:

An "Air Entraining Admixture" is defined as a material which, when added to a concrete mixture in the proper quantity, will entrain uniformly dispersed microscopic air bubbles in the concrete mix. The admixture shall meet the requirements of ASTM Designation: C 260 modified as follows:

(a) The cement used in any series of test shall be either the cement proposed for the specific work or a "reference" Type I cement from one mill.

(b) The air entraining admixture used in the reference concrete shall be Neutralized Vinsol Resin.

(2) Water-reducing Admixture:

A "Water-reducing Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and required strength. This admixture shall conform to ASTM C 494, Type A.

(3) Accelerating Admixture:

An "Accelerating Admixture" is defined as an admixture that accelerates the setting time and the early strength development of concrete. This admixture shall conform to ASTM C 494, Type C. The accelerating admixture will contain no chlorides.

(4) Water-reducing, Retarding Admixture:

A "Water-reducing, Retarding Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and retard the initial set of the concrete. This admixture shall conform to ASTM C 494, Type D.

(5) High-range Water Reducing Admixtures:

A "High-range Water Reducing Admixture", referred to as a superplasticizer, is defined as a synthetic polymer material which, when added to a low slump concrete mixture increases the slump without adversely affecting segregation, impermeability or durability of the mix. This admixture shall conform to ASTM C 494, Type F or G.

(6) Fly Ash:

Fly ash used in Portland cement concrete as a substitute for Portland cement or as a mineral filler shall comply with TXDOT Materials Specification D-9-8900 and be listed on TXDOT's current list of approved fly ash sources. Fly ash obtained from a source using a process fueled by hazardous waste (30 Texas Administrative Code, Section 335.1) shall be prohibited. This applies to any other specification concerning the use of fly ash. Contractor shall maintain a record of source for each batch. Supplier shall certify that no hazardous waste is used in the fuel mix or raw materials.

405S.4 Certification and Product Information

The Contractor shall submit the name of the admixture proposed and manufacturer's certification that the selected admixtures meet the requirements of this item and of ASTM C 260 and C 494 as applicable. Admixtures for a mix design shall be of the same brand. If more than one admixture is proposed in the concrete mix, a statement of compatibility of components shall accompany certification. Manufacturer's product literature shall specify when in the batching/mixing operation the admixture must be added.

The Engineer or designated representative may request additional information such as infrared spectrophotometry scan, solids content, pH value, etc., for further consideration. Any unreported changes in formulation discovered by any of the tests prescribed herein may be cause to permanently bar the manufacturer from furnishing admixtures for Owner's work.

405S.5 Construction Use of Admixtures

All admixtures used shall be liquid except high-range water reducers which may be a powder. Liquid admixtures shall be agitated as needed to prevent separation or sedimentation of solids; however, air agitation of Neutralized Vinsol Resin will not be allowed.

No admixture shall be dispensed on dry aggregates. Admixtures shall be dispensed at the batching site separately, but at the same time as the mixing water. Only high range water reducers may be introduced into the mix at the job site.

When other admixtures are used with fly ash, the amount of the other admixture to be used shall be based on the amount of Portland cement only and not the amount of Portland cement and fly ash.

When high-range water reducers are to be added at the job site, transit mixers shall be used. Admixture manufacturer literature shall indicate recommended mixing methods and time for the specific equipment and mix design used. The transit mix equipment shall not be loaded in excess of 63 percent of its rated capacity to ensure proper mixing of the admixture at the site. If during discharging of concrete a change in slump in excess of 30% is noted, the remaining concrete shall be rejected unless prior approval was given by the Engineer or designated representative to retemper a load with a second charge of admixture. Retempering with water shall not be allowed.

Accelerating admixtures will not be permitted in combination with Type II cement.

All mixes with air entrainment shall have a minimum relative durability factor of 80 in accordance with ASTM C 260. Dosage of air entrainment admixtures may be adjusted by the Contractor to stay within the specified tolerances for air entrainment of Standard Specification Item No. 403S, "Concrete for Structures".

405S.6 Measurement and Payment

The requirements of this specifications shall not be measured and paid for directly, but shall be included in the unit price bid for the item of construction in which this item is used.

End

SPECIFIC CROSS REFERENCE MATERIALS
Specification Item No. 405S, "Concrete Admixtures"

City of Austin Standard Specifications

Designation	*Description*
Item No. 403S	*Concrete for Structures*

American Society for Testing and Materials, ASTM

Designation	*Description*
ASTM C260	*Air-Entraining Admixtures for Concrete*
ASTM C495	*Chemical Admixtures for Concrete*

Texas Department of Transportation: Department Material Specification

Designation	*Description*
DMS-8900	*Fly Ash*

RELATED CROSS REFERENCE MATERIALS
Specification Item No. 405S, "Concrete Admixtures"

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

Designation	Description
Item 360	Concrete Pavement
Item 420	Concrete Structures
Item 421	Portland Cement Concrete
Item 427	Surface Finishes for Concrete
Item 431	Pneumatically Placed Concrete
Item 437	Concrete Admixtures
Item 520	Weighing and Measuring Equipment
Item 522	Portland Cement Concrete Plants
Item 524	Hydraulic Cement

Item No. 406S
Reinforcing Steel

406S.1 Description

This item shall govern furnishing and placement of reinforcing steel, deformed and smooth, of the size and quantity indicated on the drawings and in accordance with these specifications.

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

406S.2 Submittals

The submittal requirements of this specification item may include:

A. Evidence that the steel reinforcement producer is included on the TxDoT list of approved producing mills

B. Listing of the size, grade, type and quantity of reinforcing steel proposed for the project.

C. If welding of reinforcing steel is proposed, evidence that carbon equivalent (C.E.) of the proposed steel is at least 0.55% with a report of chemical analysis showing the percentages of elements necessary to establish C.E.

D. If epoxy coated steel is proposed, evidence that the steel reinforcement producer is included on the TxDoT list of approved epoxy coating applicators

E. If epoxy coated steel is proposed, written certification that the epoxy-coated reinforcing steel meets the requirements of this Item with a copy of the manufacturer's control tests.

F. When mechanical splices are proposed, the types of couplers proposed for use.

406S.3 Materials

A. Approved Mills

Prior to furnishing reinforcing steel, the producing mills must be included on the list of approved producing mills that is maintained by the Construction Division of the State of Texas Department of Transportation

B. Deformed Bars and Wire Reinforcement

Unless indicated otherwise on the drawings, Bar reinforcement shall be Grade 60 and deformed. Reinforcing steel must conform to one of the following:

ASTM A615/ 615M, Grades 40 or 60 (300 or 420)

ASTM A996/ 996M, Type A, Grades 40 or 60 (300 or 420)

ASTM A996/996M, Type R, Grade 60 (420), permitted in concrete pavement only (furnished as straight bars only without bends. Bend tests are not required)

ASTM A706/706M

In cases where the provisions of this item are in conflict with the provisions of the ASTM Designation to which reference is made, the provisions of this item shall govern.

The nominal size, area and weight (mass) of reinforcing steel bars covered by these specifications are as follows:

Bar Size Number 1/8th ins (mm)	Nominal Diameter, inches (mm)	Nominal Area, Sq. ins. (mm2)	Weight/Linear Foot Lbs. (kg)
2 (6)	0.250 (6.6)	0.05 (32)	0.167 (.075)
3 (10)	0.375 (9.5)	0.11 (71)	0.376 (.171)
4 (13)	0.500 (12.5)	0.20 (127)	0.668 (.303)
5 (16)	0.625 (15.5)	0.31 (198)	1.043 (.473)
6 (19)	0.750 (19.0)	0.44 (285)	1.502 (.681)
7 (22)	0.875 (22.0)	0.60 (388)	2.044 (.927)
8 (25)	1.000 (25.5)	0.79 (507)	2.670 (2.211)
9 (29)	1.128 (28.5)	1.00 (641)	3.400 (1.542)
10 (32)	1.270 (32.0)	1.27 (792)	4.303 (1.952)
11 (36)	1.410 (36.0)	1.56 (958)	5.313 (2.410)
14 (43)	1.693 (43.0)	2.25 (1552)	7.65 (3.470)

18 (57)	2.257 (57.5)	4.00 (2565)	13.60 (6.169)

Smooth, round bars shall be designated by size number through a No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

C. Smooth Bar and Spiral Reinforcement

Smooth bars and dowels for concrete pavement must have a minimum yield strength of 60 ksi (414 MPa) and meet ASTM A615/615M. Smooth bars that are greater in diameter than a No. 3 (10 mm) designation shall conform to ASTM A615 or meet the physical requirements of ASTM A36.

Spiral reinforcement shall be either smooth or deformed bars or wire of the minimum size or gauge indicated on the drawings. Bars for spiral reinforcement shall comply with ASTM A615 Grade 40(300), ASTM A996, Type A, Grade 40 (300); or ASTM A675, Grade 80(550), meeting dimensional requirements of ASTM A615. Smooth wire shall comply with ASTM A82, and deformed wire shall comply with ASTM A496.

D. Weldable Reinforcing Steel

Reinforcing steel to be welded must comply with ASTM A706 or have a carbon equivalent (C.E.) of at most 0.55%. A report of chemical analysis showing the percentages of elements necessary to establish C.E. is required for reinforcing steel that does not meet ASTM A706 to be structurally welded. No tack welding will be allowed. All welding shall conform to the requirements of AWS D1.1/D1.1M.

The requirements above do not apply to the following miscellaneous welding applications:

Splicing reinforcing steel to extend bars in the bottom of a drilled shaft;

Attaching chairs to the reinforcing steel cage of a drilled shaft;

Armor joints and their supports;

Screed rail and form hanger supports where permitted on steel units;

Reinforcing steel to R-bars for lateral stability between prestressed beams, spirals, or bands of reinforcing bars in drilled shaft cages;

Permanent bridge deck forms;

Steel added in railing when slip-form construction is used; and

Other similar miscellaneous members that have no load carrying capacity in the completed structure.

E. Welded Wire Fabric

Wire shall conform to the requirements of the Standard Specifications for Cold-Drawn Steel Wire for Concrete Reinforcement, ASTM A 82 or A 496. Wire fabric, when used as reinforcement, shall conform to ASTM A 185 or A 497.

When wire is ordered by size numbers, the following relation between size number, diameter in inches and area shall apply unless otherwise indicated on the drawings:

Size, W Number 1/100 in^2 (mm2)	Nominal Diameter inch (mm)	Nominal Area, sq. inches (mm^2)
31 (200)	0.628 (16.0)	0.310 (200)
30 (194)	0.618 (15.7)	0.300 (194)
28 (181)	0.597 (15.2)	0.280 (181)
26 (168)	0.575 (14.6)	0.260 (168)
24 (155)	0.553 (14.0)	0.240 (155)
22 (142)	0.529 (13.4)	0.220 (142)
20 (129)	0.505 (12.8)	0.200 (129)
18 (116)	0.479 (12.2)	0.180 (116)
16 (103)	0.451 (11.5)	0.160 (103)
14 (90)	0.422 (10.7)	0.140 (90)
12 (77)	0.391 (9.9)	0.120 (77)
10 (65)	0.357 (9.1)	0.100 (65)
8 (52)	0.319 (8.1)	0.080 (52)
7 (45)	0.299 (7.6)	0.070 (45)
6 (39)	0.276 (7.0)	0.060 (39)
5.5 (35)	0.265 (6.7)	0.055 (35)
5 (32)	0.252 (6.4)	0.050 (32)
4.5 (29)	0.239 (6.1)	0.045 (29)

4 (26)	0.226 (5.7)	0.040 (26)
3.5 (23)	0.211 (5.4)	0.035 (23)
3 (19)	0.195 (5.0)	0.030 (19)
2.5 (16)	0.178 (4.5)	0.025 (16)
2 (13)	0.160 (4.1)	0.020 (13)
1.5 (9)	0.138 (3.5)	0.015 (9.7)
1.2 (8)	0.124 (3.1)	0.012 (7.7)
1 (6)	0.113 (2.9)	0.010 (6.5)
0.5 (3)	0.080 (2.0)	0.005 (3.2)

Where deformed wire is required, the size number shall be preceded by D and for smooth wire the prefix W shall be shown.

Welded wire fabric shall be designated as follows: 6 x 12 – W16 x W8, which indicates a 6 in. (150 mm) longitudinal wire spacing and 12-in (300 mm) transverse wire spacing with smooth No. 16 (103) wire longitudinally and smooth no. 8 (52) wire transversely.

F. Epoxy Coating

Epoxy coating shall be required as indicated on the drawings. Prior to furnishing epoxy-coated reinforcing steel, the epoxy applicator must be included on the list of approved applicators that is maintained by the Construction Division of the State of Texas Department of Transportation.

The reinforcing steel shall be epoxy coated in accordance with the following.

Epoxy Coating Requirements for Reinforcing Steel

Material	Specification
Bar	ASTM A775 or A934
Wire or Fabric	ASTM A884 Class A or B
Mechanical Coupler	As indicated on the drawings

Hardware	As indicated on the drawings

The epoxy coating material and coating repair material shall comply with TxDoT's DMS-8130, "Epoxy Powder Coating for Reinforcing Steel". The applicator shall not patch more than ¼ inch total length in any foot (20 mm total length in any meter) at the applicator's plant.

The epoxy-coated reinforcing steel shall be sampled and tested in accordance with TxDoT Test Method Tex-739-I, "Sampling and Testing Epoxy Coated Reinforcing Steel".

The identification of all reinforcing steel shall be maintained throughout the epoxy coating and fabrication and until delivery to the project site.

Written certification that the epoxy-coated reinforcing steel meets the requirements of this Item shall be provided along with a copy of the manufacturer's control tests.

G. Mechanical Couplers

When mechanical splices in reinforcing steel bars are indicated on the drawings, the following types of couplers may be used:

Sleeve-filler

Sleeve-threaded

Sleeve-swaged, or

Sleeve-wedge.

H. Chairs and Supports

Chairs and Supports shall be steel, precast mortar or concrete blocks cast in molds meeting the approval of the Engineer or designated representative of sufficient strength to position the reinforcement as indicated on the drawings when supporting the dead load of the reinforcement, the weight of the workers placing concrete and the weight of the concrete bearing on the steel. Chairs shall be plastic coated when indicated on the drawings.

Chair Types and Applicable Uses	
Structural or Architectural Elements (columns, beams, walls, slabs) exposed to weather, not subjected to sand blasting, water blasting or grinding.	Galvanized steel or steel chairs with plastic coated feet.

Structural or Architectural Elements exposed to weather and subject to sand blasting, water blasting or grinding.	Stainless steel chairs.
Structural or Architectural Elements not exposed to weather or corrosive conditions.	Uncoated steel chairs
Slabs and grade beams cast on grade.	Steel chairs with a base with 9 inch² (58 cm^2) minimum area or sufficient area to prevent the chair from sinking into fill or subgrade. Precast mortar or concrete blocks meeting the requirements of this item may be used.

406S.4 Bending

The reinforcement shall be bent cold, true to the shapes indicated on the drawings. Bending shall preferably be done in the shop. Irregularities in bending shall be cause for rejection. Improperly fabricated, damaged or broken bars shall be replaced at no additional expense to the City. Damaged or broken bars embedded in a previous concrete placement shall be repaired using a method approved by the Engineer or designated representative.

Unless otherwise indicated on the drawings, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

Bends of 90 degrees and greater in stirrups, ties and other secondary bars that enclose another bar in the bend.

Bar Number in 1/8th inches (mm)	Diameter
3, 4, 5 (10, 13, 16)	4d
6, 7, 8	6d

All bends in main bars and in secondary bars not covered above.

Bar Number in 1/8th inches (mm)	Diameter
3 thru 8 (10 thru 25)	6d
9, 10, 11 (29, 32, 36)	8d
14, 18 (43, 57)	10d

406S.5 Tolerances

Fabricating tolerances for bars shall not be greater than shown on Standard (Detail) 406S-1.

406S.6 Storing

Steel reinforcement shall be stored above the surface of the ground upon platforms, skids or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross sectional area and tensile properties of a hand wire brushed specimen meets the physical requirements for the size and grade of steel indicated on the drawings.

406S.7 Splices

Splicing of bars, except when indicated on the drawings or specified herein, will not be permitted without written approval of the Engineer or designated representative. No substitution of bars will be allowed without the approval of the Engineer or designated representative. Any splicing of substituted bars shall conform to the requirements in the Table below.

Splices not indicated on the drawings will be permitted in slabs not more than 15 inches (380 mm) in thickness, columns, walls and parapets.

Splices will not be permitted in bars 30 feet (9.1 meters) or less in plan length unless otherwise approved. For bars exceeding 30 feet (9.1 meters) in plan length, the distance center to center of splices shall not be less than 30 feet (9.1 meters) minus 1 splice length, with no more than 1 individual bar length less than 10 feet (3 meters). Splices not indicated on the drawings, but permitted hereby, shall conform to the Table

below. The specified concrete cover shall be maintained at such splices and the bars placed in contact and securely tied together.

Minimum Lap Requirements		
Bar Number in 1/8th inches (mm)	Uncoated Lap Length	Coated Lap Length
3 (10)	1 foot 4 inches (0.4 meters)	2 foot 0 inches (0.610 meters)
4 (13)	1 foot 9 inches (0.533 meters)	2 foot 8 inches (0.813 meters)
5 (16)	2 foot 2 inches (0.660 meters)	3 feet 3 inches (0.991meters)
6 (19)	2 foot 7 inches (0.787 meters)	3 feet 11 inches (1.194 meters)
7 (22)	3 feet 5 inches (1.041 meters)	5 feet 2 inches (1.575 meters)
No. 8 (25)	4 feet 6 inches (1.372 meters)	6 feet 9 inches (2.057 meters)
No. 9 (29)	5 feet 8 inches (1.727 meters)	8 feet 6 inches (2.591 meters)
No. 10 (32)	7 feet 3 inches (2.210 meters)	10 feet 11 inches (3.327 meters)
No. 11 (36)	8 feet 11 inches (2.718 meters)	13 feet 5 inches (4.089 meters)

Spiral steel shall be lapped a minimum of 1 turn. Bar No. 14 and No. 18 may not be lapped.

Welded wire fabric shall be spliced using a lap length that includes an overlap of at least 2 cross wires plus 2 inches (50 mm) on each sheet or roll.

Splices using bars that develop equivalent strength and are lapped in accordance with the table above are permitted.

Welding of reinforcing bars may be used only where indicated on the drawings or as permitted herein. All welding operations, processes, equipment, materials, quality of work and inspection shall conform to the requirements indicated on the drawings. All

splices shall be of such dimension and character as to develop the full strength of the bar being spliced.

End preparation for butt-welding reinforcing bars shall be done in the field, except Bar No. 6 and larger shall be done in the shop. Delivered bars shall be of sufficient length to permit this practice.

For box culvert extensions with less than 1 foot (0.3 meters) of fill, the existing longitudinal bars shall have a lap with the new bars as shown in the table above. For box culvert extensions with more than 1 foot (0.3 meters) of fill, a minimum lap of 12 inches (300 mm) will be required.

Unless otherwise indicated on the drawings, dowel bars transferring tensile stresses shall have a minimum embedment equal to the minimum lap requirements shown in the table above. Shear transfer dowels shall have a minimum embedment of 12 inches (300 mm).

406S.8 Placement

Reinforcement shall be placed as near as possible in the position indicated on the drawings. Unless otherwise indicated on the drawings, dimensions shown for reinforcement are to the centers of the bars. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch (6 mm). Cover of concrete to the nearest surface of steel shall be as follows:

	Minimum Cover, Inches (mm)
(a) Concrete cast against and permanently exposed to earth	3 (76 mm)
(b) Concrete exposed to earth or weather:	
Bar No. 6 (19) through No. 18 bars (57)	2 (51 mm)
Bar No. 5 (16), W31 (W200) or D31 (D200) wire and smaller	1 ½ (38 mm)
(c) Concrete not exposed to weather or in contact with ground:	

Slabs, walls, joists:	
Bar No. 14 (43) and 18 (57)	1 ½ (38mm)
Bar No. 11 (36) and smaller	1 (25 mm)
Beams, columns:	
Primary reinforcement, ties, stirrups, spirals	1 ½ (38 mm)
Shells, folded plate members:	
Bar No. 6 (19) and larger	1 (25 mm)
Bar No. 5 (16), W31 (W200) or D31 (D200) wire, and smaller	1 (25 mm)

Vertical stirrups shall always pass around the main tension members and be attached securely thereto.

The reinforcing steel shall be located accurately in the forms and held firmly in place before and during concrete placement by means of bar supports that are adequate in strength and number to prevent displacement and to keep the steel at the required distance from the form surface. Bars shall be supported by means of approved galvanized metal spacers, metal spacers with plastic coated tips, stainless steel spacers, plastic spacers or approved precast mortar or concrete blocks when supports are in contact with removable or stay-in-place forms. Bright basic bar supports shall be used to support reinforcing steel placed in slab overlays on concrete panels or on existing concrete slabs. Bar supports in contact with soil or subgrade shall be approved.

For bar supports with plastic tips, the plastic protection must be at least 3/32 in. (2.4 mm) thick and extend upward on the wire to a point at least ½ in. (12.5 mm) above the formwork.

For approval of plastic spacers on a project, representative samples of the plastic shall show no visible indications of deterioration after immersion in a 5 percent solution of sodium hydroxide for 120 hours.

All accessories such as tie wires, bar chairs, supports, or clips used with epoxy-coated reinforcement shall be of steel, fully coated with epoxy or plastic. When approved by the Engineer or designated representative, plastic supports may also be used with epoxy-coated reinforcement.

All reinforcing steel shall be tied at all intersections, except that where spacing is less than 1 foot (300 mm) in each direction, alternate intersections only need be tied. For reinforcing steel cages for other structural members, the steel shall be tied at enough intersections to provide a rigid cage of steel. Mats of wire fabric shall overlap each other 1 full space as a minimum to maintain a uniform strength and shall be tied at the ends and edges.

Where prefabricated deformed wire mats are specified or if the Contractor requests, welded wire fabric may be substituted for a comparable area of steel reinforcing bar plan, subject to the approval of the Engineer or designated representative.

Mortar or concrete blocks shall be cast to uniform dimensions with adequate bearing area. A suitable tie wire shall be provided in each block, to be used for anchoring to the steel. Except in unusual cases and when specifically authorized by the Engineer, the size of the surface to be placed adjacent to the forms shall not exceed 2 1/2 inches (63.5 mm) square or the equivalent thereof in cases where circular or rectangular areas are provided. Blocks shall be cast accurately to the thickness required and the surface to be placed adjacent to the forms shall be a true plane, free of surface imperfections. The blocks shall be cured by covering them with wet burlap or mats for a period of 72 hours. Mortar for blocks should contain approximately 1 part hydraulic cement to three parts sand. Concrete for blocks should contain 850 pounds of hydraulic cement per cubic yard (500 kilograms per cubic meter) of concrete

Individual bar supports shall be placed in rows at 4-ft (1.22 meters) maximum spacing in each direction. Continuous type bar supports shall be placed at 4-ft (1.22 meters) maximum spacing. Continuous bar supports shall be used with permanent metal deck forms.

The exposure of the ends of longitudinals, stirrups and spacers used to position the reinforcement in concrete pipe and in precast box culverts or storm drains is not a cause for rejection.

Reinforcing steel for bridge slabs, top slabs of direct traffic culverts, and top slabs of prestressed box beams at all intersections, except tie only alternate intersections where spacing is less than 1 ft. (300 mm) in each direction.

For steel reinforcing cages for other structural members, reinforcement shall be supported and tied in such a manner that a sufficiently rigid cage of steel is provided. Fasten mats of wire fabric securely at the ends and edges. If the cage is not adequately supported to resist settlement or floating upward of the steel, overturning of truss bars or movement in any direction during concrete placement, permission to continue concrete placement will be withheld until corrective measures are taken. Sufficient measurements shall be made during concrete placement to insure compliance with the above.

No concrete shall be deposited until the Engineer or designated representative has reviewed the placement of the reinforcing steel and all mortar, mud, dirt, etc, shall be cleaned from the reinforcement, forms, workers' boots and tools. Do not place concrete until authorized by the Engineer or designated representative

406S.9 Handling, Placement and Repair of Epoxy-coated Reinforcement Steel

A. Handling

Systems for handling coated-reinforcement with padded contact areas shall be provided. Handling bands shall be padded to prevent damage to the coating. Bundles of coated reinforcement shall be lifted with a strongback, spreader bar, multiple supports or a platform bridge. The bundled reinforcement shall be carefully transported and stored on protective cribbing. The coated reinforcement should not be dropped or drug during handling.

B. Construction Methods

Coated reinforcement shall not be flame-cut but shall be sawn or shear-cut only when approved. Cut ends shall be coated as specified in Section C, “Repair of Coating”.

Coated reinforcement steel shall not be welded or mechanically coupled except where specifically indicated on the drawings. When welding or coupling is indicated on the drawing, the epoxy coating shall be removed at least 6 in. (150 mm) beyond the weld limits before welding and 2 in. (50 mm) beyond the limits of the mechanical coupler before assembly. After the welding or coupling operation is completed the steel shall be cleaned of oil, grease, moisture, dirt, welding contamination (slag or acid residue) and rust to a near-white finish. The existing epoxy coating shall be examined for damage and any damaged or loose epoxy shall be removed to expose sound epoxy coating.

After cleaning the coated-steel, the splice area shall be coated with epoxy repair material to a thickness of 7 to 17 mils (0.18 to 0.43 mm) after curing. A second application of the repair material shall be applied to the bar and coupler interface to ensure complete sealing of the joint.

C. Repair of Coating

The material used for coating repair shall comply with the requirements of this Item and ASTM D3963/D3963M, “Specification for Fabrication and Jobsite Handling of Epoxy-coated Reinforcing Steel Bars”. Repairs shall be made in accordance with procedures recommended by the manufacturer of the epoxy coating powder. For areas to be patched, a minimum coating thickness as required for the original coating shall be applied. All visible damage to the coating shall be repaired.

Sawed and sheared ends, cuts, breaks and other damage shall be promptly repaired before additional oxidation occurs. The areas to be repaired shall be cleaned to ensure that they free from surface contaminants. Repairs shall be made in the shop or in the field as required.

406S.10 Measurement

The measurement of quantities of reinforcement furnished and placed will be based on the calculated weight of the steel actually placed as indicated on the drawings, with no allowance made for added bar lengths for splices requested by the Contractor nor for

extra steel used when bars larger than those indicated on the drawings are used or for a higher grade of steel that is substituted with the permission of the Engineer or designated representative. Tie wires and supporting devices will not be included in the calculated weights. The calculated weight of bar reinforcement will be determined using the theoretical bar weight set forth in this item.

Measurement required by a change in design will be computed as described above for the actual steel required to complete the work.

406S.11 Payment

Reinforcing steel will generally not be paid for directly, but shall be included in the unit price bid for the items of construction in which the reinforcing steel is used.

When specified in the contract bid form as a separate pay item, this item shall be paid for at the contract unit price bid per pound of "Reinforcing Steel". The unit bid price shall include full compensation for all work specified herein including furnishing, bending, fabricating, welding and placing reinforcement, for all clips, blocks, metal spacers, ties, chairs, wire or other materials used for fastening reinforcement in place and for all tools, labor, equipment and incidentals necessary to complete the work.

Payment, when included as a contract pay item, will be made under:

Pay Item No. 406S-RC:	Reinforcing Steel -	Per Pound.
Pay Item No. 406S-ERC:	Epoxy-Coated Reinforcing Steel -	Per Pound.

END

SPECIFIC CROSS REFERENCE MATERIALS
Standard Specification Item 406S, "Reinforcing Steel"

American Society for Testing and Materials, ASTM

Designation	Description
ASTM A 36/A 36M	Carbon Structural Steel
ASTM A 82	Steel Wire, Plain, for Concrete Reinforcement
ASTM A 185	Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
ASTM A 496	Steel Wire, Deformed, for Concrete Reinforcement
ASTM A 497	Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
ASTM A 615/A 615M	Deformed and Plain Billet-steel Bars for Concrete Reinforcement
ASTM A 675/A 675M	Steel Bars, Carbon, Hot-Wrought, Special Quality, Mechanical Properties
ASTM A 706/A 706M	Low- Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A 775/A 775M	Epoxy-Coated Reinforcing Steel Bars
ASTM A 884/A 884M	Epoxy-Coated Steel Wire and Welded Wire Fabric For Reinforcement
ASTM A 934/A 934M	Epoxy-Coated Prefabricated Reinforcing Steel Bars
ASTM A 996/A 996M	Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
ASTM D3963/D3963M	Fabrication and Jobsite Handling of Epoxy-coated Reinforcing Steel Bars

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-739-I	Sampling and Testing Epoxy Coated Reinforcing Steel

City of Austin Standard (Details)

Designation	Description
Standard 406S-1	Reinforced Steel Tolerances

Texas Department of Transportation: Departmental Material Specifications

Designation	Description
DMS 8130	Epoxy Powder Coating for Reinforcing Steel

American Welding Society

Designation	Description
AWS D1.1/D1.1M	Structural Welding Code

RELATED CROSS REFERENCE MATERIALS
Standard Specification Item 406S, "Reinforcing Steel"

City of Austin Standard Specification Items

Designation	Description
Item No. 360	Concrete Pavement
Item No. 403S	Concrete for Structures
Item No. 410S	Concrete Structures
Item No. 414S	Concrete Retaining Walls

Item No. 420S	Drilled Shaft Foundations
Item No. 830S	Traffic Signal Controller Foundation
Item No. 831S	Traffic Signal Drilled Shaft Foundation

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

Designation	Description
Item No. 360	Concrete Pavement
Item No. 420	Concrete Structures
Item No. 421	Hydraulic Cement Concrete
Item No. 422	Reinforced Concrete Slab
Item No. 423	Retaining Walls
Item No. 440	Reinforcing Steel

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Item No. 408S
Concrete Joint Materials

408S.1 Description

This item shall govern the furnishing and placing of all longitudinal, transverse contraction and expansion joint material in concrete work as herein specified in the various items of these specifications as indicated 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 and accompanying tables, the inch-pound units are given preference followed by SI units shown within parentheses.

408S.2 Submittals

The submittal requirements of this specification item include:

A. Type and manufacturer of all joint materials proposed for use.

B. Technical data indicating that proposed products meet the requirements specified herein.

408S.3 Materials

(1) Preformed Asphalt Board

Preformed asphalt board formed from cane or other suitable fibers of a cellular nature securely bound together and uniformly impregnated with a suitable asphaltic binder and meeting the requirements of the Standard Specifications for Preformed Expansion Joint Filler for Concrete (Bituminous Type), ASTM D 994.

(2) Preformed Nonbituminous Fiber Material

Preformed nonbituminous fiber material shall meet the requirements of the Standard Specifications for the Preformed Expansion Joint Filler for Concrete Paving and Structural Construction, ASTM D 1751, except that the requirements pertaining to bitumen content, density and water absorption shall be voided.

(3) Boards

Boards obtained from Redwood timber, of sound heartwood, free from sapwood, knots, clustered birdseye, checks and splits. Occasional sound or hollow birdseye, when not in clusters, will be permitted provided the board is free from any other defects that will impair its usefulness as a joint filler.

(4) Joint Sealer (Concrete Pavement)

This material shall be a one part low modulus silicone especially designed to cure at ambient temperatures by reacting with moisture in the air and shall have the following properties:

As Supplied	
Color	Gray
Flow, MIL-2-8802D Sec. 4.8.4	0.2 maximum

Working Time, minutes	10
Tack-Free Time at 77°F ± 2F (25°C ± -1.66°C) Min. MIL-2-8802D Sec.4.8.7	60
Cure time, at 77°F (25°C), days	7-14
Full Adhesion, days	14-21
As Cured---after 7 days at 77°F (25°C) and 40% RH	
Elongation, percent minimum	1200
Durometer Hardness, Shore A, points ASTM 2240	15
Joint Movement Capability, percent	+100/-50
Tensile Strength, maximum elongation,psi (kPa)	100 (689)
Peel Strength, psi (kPa)	25 (172)

The joint sealer shall adhere to the sides of the concrete joint or crack and shall be an effective seal against infiltration of water and incompressibles. The material shall not crack or break when exposed to low temperature.

(5) Backer Rod

Backer Rod shall be expanded closed cell polyethylene foam compatible with sealant. No bond or reaction shall occur between rod and sealant. Backer Rod shall be of sufficient width to be in compression after placement and shall be used with joint sealer.

(6) Joint Sealing Material

Joint Sealing Material for other than pavement use may be a two-component, synthetic polymer or cold-pourable, self leveling type meeting the following requirements:

The material shall adhere to the sides of the concrete joint or crack and shall form an effective seal against infiltration of water and incompressibles. The material shall not crack or break when exposed to low temperatures. Curing is to be by polymerization and not by evaporation of solvent or fluxing of harder particles. It shall cure sufficiently at an average temperature of 77°F± 3°F (25°C ± -1.66°C) so as not to pick up under wheels of traffic in a maximum of 3 hours.

Performance Requirements:

When tested in accordance with Test Method Tex-525-C, the joint sealing material shall meet the above curing times and the requirements as follows:

It shall be of such consistency that it can be mixed and poured or mixed and extruded into joints at temperatures above 60°F (1.66°C).

Penetration 77°F (25°C), 150 gm. Cone, 5 sec., max.-cm	0.90
Bond and Extension 75%, 0F, 5 cycles:	
Dry Concrete Blocks	Pass
Wet Concrete Blocks	Pass
Steel Blocks (Primed if specified by manufacturer)	Pass
Flow at 200 °F (93°C)	None
Water content % by weight, max.	5.0

Resilience:	
Original sample min. % (cured)	50
Oven-aged at 158°F (70°C) min. %	50
For Class 1-a material only, Cold Flow (10 minute)	None

(7) Rebonded Recycled Tire Rubber

This material consists of granular particles of rubber, made by grinding automobile and truck tires, securely bound together by a synthetic resin or plastic binder. The filler must be molded into sheets of the required dimensions, which meet the testing requirements of both ASTM D 1751 and ASTM D 1752, except that the requirements for asphalt content and expansion are waived. The density of the material must be at least 30 lb/ft ^{3} (440kg/m^3).

408S.4 Construction Methods

The Contractor shall install "Concrete Joint Materials" which will function as a compatible system. Joint sealer shall not be placed where a bond braker is present.

Asphalt, Redwood board or other materials used shall extend the full depth of the concrete and shall be perpendicular to the exposed face. All joints shall be shaped to conform to the contour of the finished section in which they are installed. All material shall be a minimum of 1/2 inch (12.5 mm) thick or as indicated. Wood materials shall be anchored to the adjacent concrete to permanently hold them in place. Joint sealer shall be installed in accordance with the manufacturer's recommendations.

The material used for side walk expansion joints shall conform to No. 3 above, unless otherwise indicated.

The material used for curb and gutter expansion joints filler shall conform to any of the above, except when placed adjacent to concrete pavement, the joint material shall match the pavement joint material.

408S.5 Measurement and Payment

No additional compensation will be made for materials, equipment or labor required by this item, but shall be included in the unit price bid for the item of construction in which this item is used.

End

SPECIFIC Cross Reference Materials
Standard Specification Item No. 408S, " Concrete Joint Materials”

American Society for Testing and Materials (ASTM)

Designation	Description
D 994	Specification for Preformed Expansion Joint Filler for Concrete

	(Bituminous Type)
D 1751	Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
D 1752	Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
D 2240	Standard Test Method for Rubber Property-Durameter Hardness

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-525-C	Tests for Asphalt and Concrete Joint Sealers

Item No. 409S
Membrane Curing

409S.1 Description

This item shall govern curing concrete pavement, concrete base, pavement, curbs, gutters, retards, sidewalks, driveways, medians, islands, concrete riprap, cement stabilized riprap, concrete structures and other concrete as indicated by applying an impervious liquid membrane forming material.

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

409S.2 Submittals

The submittal requirements of this specification item include:

A. Type and manufacturer for all membrane curing materials proposed.

B. Proposed curing procedures.

409S.3 Material

The liquid forming membrane curing compound shall comply with the "Standard Specification for Liquid Membrane-forming Compounds for Curing Concrete", ASTM C 309, Type 1-D clear or translucent, with fugitive dye or Type 2 white pigmented. The material shall have a minimum flash point of 80°F (26.7°C) when tested by the "Pensky-Martin Closed Cup Tester", ASTM D 93.

It shall be of such consistency that it can be satisfactorily applied as a fine mist through an atomizing nozzle by means of approved pressure spraying equipment at atmospheric temperatures above 40° F (4.4°C).

It shall be of such nature that it will not produce permanent discoloration of concrete surfaces nor react deleteriously with the concrete or its components. Type 1 compound shall contain a fugitive dye that will be distinctly visible not less than 4 hours nor more than 7 days after application.

Type 2 compound shall not settle out excessively or cake in the container and shall be capable of being mixed to a uniform consistency by moderate stirring and shall exhibit a daylight reflectance of not less than 60 percent of that of magnesium oxide when tested as indicated.

The compound shall produce a firm, continuous, uniform moisture impermeable film, free from pinholes and shall adhere satisfactorily to the surfaces of damp concrete. When applied to the damp concrete surface at the rate of coverage indicated, the compound shall dry to the touch in not more than 4 hours and shall not be tacky or track off concrete after 12 hours.

It shall adhere to horizontal and vertical surfaces in a tenacious film and shall not run off or show an appreciable sag, disintegrate, check, peel or crack during the required curing period.

Under traffic, the compound shall not pick up or peel and shall gradually disintegrate from the surface.

The compound shall be delivered to the job only in the manufacturer's original containers, which shall be clearly labeled with the manufacturer's name, the trade name of the material and a batch number or symbol with which test samples may be correlated.

The water retention test shall be in accordance with the following:

Percentage loss shall be defined as the water lost after the application of the curing material was applied. The permissible percentage moisture loss (at the rate of coverage specified herein) shall not exceed the following:

24 hours after application	2 percent
72 hours after application	4 percent

409S.4 Construction Methods

The membrane curing compound shall be applied after the surface finishing has been completed and immediately after the free surface moisture has disappeared. The surface shall be sealed with a single uniform coating of the specified type of curing compound applied at the rate of coverage recommended by the manufacturer and directed by the Engineer or designated representative, but not less than 1 gallon per 180 square feet (3.8 liters per 16.7 square meters) of area. The Contractor shall provide satisfactory means and facilities to properly control and check the rate of application of the compound.

The compounds shall not be applied before the surface has become dry, but shall be applied just after free moisture has disappeared.

The compound shall be thoroughly agitated during its use and shall be applied by means of approved mechanical power pressure sprayers for street and bridge applications. The sprayers used to apply the membrane to concrete exposed surfaces shall travel at a uniform speed along the forms and be mechanically driven. The equipment shall be of such design that it will insure uniform and even application of the membrane material. The sprayers shall be equipped with satisfactory atomizing nozzles. On small miscellaneous items or on interim bridge deck curing will the Contractor be permitted to use hand-powered spray equipment. For all spraying equipment, the Contractor shall provide facilities to prevent the loss of the compound between the nozzle and the concrete surface during the spraying operations.

At locations where the coating shows discontinuities, pinholes or other defects or if rain falls on the newly coated surface before the film has dried sufficiently to resist damage, an additional coat of the compound shall be applied immediately at the same rate of coverage specified herein.

To insure proper coverage, the Engineer or designated representative shall inspect all treated areas after application of the compound for the period of time designated in the specification for curing, either for membrane curing or for other methods. Dry areas are identifiable because of the lighter color of dry concrete as compared to damp concrete. All suspected areas shall be tested by placing a few drops of water on the suspected areas. If the water stands in rounded beads or small pools which can be blown along the surface of the concrete without wetting the surface, the water impervious film is present. If the water wets the surface of the concrete as determined by obvious darkening of the surface or by visible soaking into the surface, no water-impervious film is present. Should the foregoing test indicate that any area during the curing period is not protected by the required water-impervious film an additional coat or coats of the compound shall be applied immediately and the rate of application of the membrane compound shall be increased until all areas are uniformly covered by the required water-impervious film.

The compounds shall not be applied to a dry surface and if the surface of the concrete has become dry, it shall be thoroughly moistened prior to the application of the membrane by fogging or mist application. Sprinkling or coarse spraying will not be allowed.

When temperatures are such as to warrant protection against freezing, curing by this method shall be supplemented with an approved insulating material capable of protecting the concrete for the specified curing period.

If at any time there is reason to believe that this method of curing is unsatisfactory or is detrimental to the work, the Contractor, when notified, shall immediately cease the use of this method and shall change to curing by one of the other methods specified under this contract.

Curing compounds shall be compatible with the adhesion of toppings or overlays where curing has been applied to the concrete base surface in order to assure adequate bond.

When forms are stripped before the 4 minimum curing days have passed, curing shall continue by an approved method.

409S.5 Measurement and Payment

Membrane curing will not be measured for payment. The work and materials prescribed herein will not be paid for directly, but shall be included in the unit price bid for the item of construction in which these materials are used.

End

SPECIFIC CROSS REFERENCE MATERIALS
Specification Item No. 409S, “Membrane Curing”

American Society for Testing and Materials (ASTM)

Designation	Description
C 309	Liquid Membrane-forming Compounds for Curing Concrete
D 93	Pensky-Martin Closed Cup Tester

RELATED CROSS REFERENCE MATERIALS
Specification Item No. 409S, “Membrane Curing”

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

Designation	Description
Item 360	Concrete Pavement
Item 420	Concrete Structures
Item 421	Portland Cement Concrete
Item 427	Surface Finishes for Concrete
Item 431	Pneumatically Placed Concrete
Item 437	Concrete Admixtures
Item 520	Weighing and Measuring Equipment
Item 522	Portland Cement Concrete Plants
Item 524	Hydraulic Cement

Item No. 410S
Concrete Structures

410S.1 Description

This item shall govern the construction of all types of structures involving the use of structural concrete, except where the requirements are waived or revised by other governing specifications.

All concrete structures shall be constructed in accordance with the design requirements and details indicated on the drawings, in conformity with the pertinent provisions of the items contracted for, the incidental items referred to and in conformity with the requirements herein.

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

410S.2 Submittals

The submittal requirements of this specification item may include:

Appropriate mix designs for class of concrete for each type of structure or unit;

Appropriate mortar and grout mix designs;

Product name, description, technical information and supplier of any acrylic-polymer latex admixture;

Type, supplier and certified test results for expansion joint materials;

Type of waterstop and confirmation that the product conforms to TxDoT DMS-6160;

Type and manufacturer of proposed evaporation retardant and confirmation that it meets the requirements of test results for TxDoT DMS-4650;

Type and manufacturer of proposed chemical admixtures and confirmation that it meets the requirements of test results for TxDoT DMS-4640;

Type and manufacturer of proposed curing admixtures and confirmation that it meets the requirements of test results for TxDoT DMS-4640;

Type and manufacturer of proposed chemical admixtures and confirmation that it meets the requirements of test results for TxDoT DMS-4640;

Type and manufacturer of proposed epoxy and/or adhesives and confirmation that it meets the requirements of test results for TxDoT DMS-6100;

Reinforcing steel shall conform to Standard Specification Item No. 406S, “Reinforcing Steel”.

Contractors formwork plan for placing and consolidating concrete around wall penetrations and at locations designated as having congested reinforcing steel.

410S.3 Materials

A. Concrete

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

The class of concrete for each type of structure or unit shall be as indicated on the drawings or by pertinent governing specifications.

B. Grout or Mortar

When required or shown on the drawings, mortar and grout consisting of 1 part hydraulic cement and 2 parts sand with sufficient water to provide the desired consistency shall be provided. Mortar shall be provided with a consistency that can be handled easily and spread by a trowel. Grout shall be provided with a consistency that will flow into and completely fill all voids.

C. Latex

When required an acrylic-polymer latex admixture (acrylic resin emulsion in accordance with TxDoT DMS-4640, “Chemical Admixtures for Concrete”) suitable for producing polymer-modified concrete or mortar shall be provided. The latex shall not be allowed to freeze.

The following information shall be submitted for latex:

Name and information of company contact personnel,

Product name and polymer description, and

The latex shall meet the following requirements.

Table 1: LATEX ADDITIVE REQUIREMENTS

Property	Value
Total Solids, minimum, percent	47
PH	9.0 to 11.0
Brookfield viscosity (# 1 spindle @ 10 rpm), mPas, maximum	60
Butadiene Content, percent	30 to 40
Freeze-thaw stability, 2 cycles. maximum	0.1

Specification targets and production tolerances shall also be provided for the following properties.

1. viscosity (including test method and temperature reference),
2. percent solids,
3. pH,
4. specific gravity, and
5. styrene/butadiene ratio.

D. Reinforcing Steel

Reinforcing steel shall conform to Standard Specification Item No. 406S, “Reinforcing Steel”.

E. Expansion Joint Material

The expansion joint material shall conform to the requirements of TxDoT DMS-6310, “Joint Materials and Fillers”.

1. Preformed Fiber Sheets

Unless otherwise indicated on the drawings preformed bituminous fiber material shall be provided. The preformed fiber material shall conform to the dimensions indicated on the drawings. Preformed fiber sheets shall meet the requirements of ASTM D-1751, "Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types). The requirements related to bitumen content, density and water absorption shall not apply to nonbituminous materials.

2. Joint Sealing Material

Unless otherwise indicated on the drawings a Class 4, 5 or 7 low-modulus silicone sealant shall be provided that conforms to the requirements of TxDoT DMS-6310, "Joint Sealants and Fillers".

3. Timber Boards

Timber boards shall be made from redwood or cypress and must be free from sapwood, knots, clustered bird's eye, checks and splits. When oven dried at 230°F (110°C) to a constant weight (mass), the density of the board shall be between 20 and 35 lbs. Per cubic foot (between 320 and 560 kgs per cubic meter)

4. Asphalt Board

Asphalt Board shall conform to the dimensions indicated on the drawings and shall meet the description, general requirements and distortion testing of ASTM D-994, "Preformed Expansion Joint Filler for Concrete (bituminous Type)".

5. Rebonded Neoprene Filler Sheet

Rebonded neoprene filler shall consist of ground closed cell neoprene particles, rebonded and molded into sheets of uniform thickness of the dimensions indicated on the drawings. These sheets shall meet the requirements of ASTM D-1752, Type I.

The manufacturer shall furnish the Engineer or designated representative with certified test results as to the compliance with the above requirements.

F. Waterstop

Unless otherwise indicated on the drawings, rubber waterstops or Polyvinyl Chloride (PVC) waterstops that conform to TxDoT DMS-6160, "Waterstops, Nylon Reinforced Neoprene Sheet, and Elastomeric Pads" shall be provided.

G. Evaporation Retardants

Evaporation retardants shall conform to the requirements of TxDoT DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants". The evaporation retardant must be a commercially available monomolecular film compound. The evaporation retardant shall have no adverse effect on the cement hydration process or the concrete and shall reduce surface moisture evaporation from the concrete when performing concrete operations in direct sun, wind, high temperatures, or low relative humidity. The producer of the evaporation retardant shall certify that it meets these specified requirements.

H. Curing Materials

1. Liquid Membrane Forming compounds

Liquid Membrane Forming compounds shall conform to the requirements of TxDoT DMS-4650, “Hydraulic Cement Concrete Curing Materials and Evaporation Retardants”. The compound shall be applied to damp concrete as a fine mist through atomizing nozzles at a wet film thickness of 8 to 9 mils (200 to 230 µm). The liquid membrane-forming compound must not react deleteriously with concrete or its components. It must produce a firm, continuous, uniform moisture-impermeable film that is free of pinholes, cracks, or other film defects. It must also exhibit satisfactory adhesion.

The consistency must be such that the compound can be applied satisfactorily by conventional or airless spray at atmospheric and material temperatures above 40°F (5°C) without thinning. When applied at the manufacturer's recommended thickness, not less than 8 mils (200 µm) wet, to vertical surfaces of damp concrete, the compound must not run off or appreciably sag. The liquid membrane-forming compound must not disintegrate, check, peel, or crack during the required curing period. It must not peel or pick up under traffic, and must disappear from the surface of the cured concrete by gradual disintegration.

2. Cotton Mats

Cotton mats shall consist of a filling material of cotton “bat” or “bats” [at least 12 oz. Per square yard (400 grams per square meter)] completely covered with unsized cloth [at least 6 oz. Per square yard (200 grams per square meter)] stitched longitudinally with continuous parallel rows of stitching spaced at less than 4 in. (100 mm), or tuft both longitudinally and transversely at intervals less than 3 in. (75 mm).

The cotton mats shall be free from tears and in good general condition. A flap at least 6 in. (150 mm) wide with two (2) thicknesses of the covering that extends along one side of the mat shall be provided.

3. Polyethylene Sheeting

The polyethylene sheeting shall be at least 4 mils thick (0.1 mm) and free from visible defects. Clear or opaque white sheeting shall be provided when the ambient temperature during curing exceeds 60°F (15°C) or when applicable to control temperature during mass pours.

4. Burlap-Polyethylene Mats

The burlap-polyethylene mats shall be made from burlap impregnated on 1 side with a film of opaque white-pigmented polyethylene, free from visible defects. The laminated mats shall have at least 1 layer of an impervious material such as polyethylene, vinyl plastic, or other acceptable material (either as a solid sheet or impregnated into another fabric) and shall be free of visible defects.

I. Chemical Admixtures

Chemical admixtures including water reducing, placticizers and air entrainment shall conform to TxDoT DMS-4640, “Chemical Admixtures for Concrete” Calcium chloride shall not be used. Admixtures shall be included in the prequalified concrete admixtures list maintained by TxDot’s Construction Division.

J. City of Austin Survey Monuments

The Public Works Department may furnish permanent survey monuments to be cast in concrete as indicated on the drawings or as directed by the Engineer or designated representative.

K. Epoxy

Unless indicated otherwise on the drawings, epoxy materials shall conform to TxDoT DMS-6100, “Epoxy and Adhesives”.

410S.4 General Requirements

Before starting work, the Contractor shall inform the Engineer or designated representative fully of the construction methods the Contractor proposes to use, the adequacy of which shall be subject to the review by the Engineer or designated representative. Drawings for forms and falsework for piers and superstructure spans over 20 feet (6 meters) long, bracing systems for girders when the overhang exceeds 3 ft. 6 in. (1 meter) and for all bridge widening details shall be submitted to the Engineer or designated representative for review, if requested. Similar drawings shall be submitted for other units of the structure, if requested by the Engineer or designated representative. The drawings shall be prepared on standard 22 inch by 36-inch (550mm by 900 mm) sheets and shall show all essential details of the proposed forms, falsework and bracing to permit a structural analysis. Four sets of such drawings will be required.

Concurrence on the part of the Engineer or designated representative in any proposed construction methods, approval of equipment or of form and falsework drawings does not relieve the Contractor of the responsibility for the safety or correctness of the Contractor’s methods, adequacy of equipment or from carrying out the work in full accordance with the contract.

Unless otherwise indicated on the drawings, the requirements in the succeeding paragraphs shall govern the time sequence in which construction operations may be carried on and for the opening of completed structures to traffic:

Superstructure members, forms, falsework or erection equipment shall not be placed on the substructure before the concrete therein has attained a 3000 psi (20.7 MPa) compressive strength.

Storage of materials on completed portions of a structure will not be permitted until all curing requirements for those particular portions have been met.

No forms shall be erected on concrete footings supported by piling or drilled shafts until the concrete therein has attained a minimum compressive strength of 2500 psi (17.2 MPa). Such work may begin on spread footings after the therein has aged at least 2 curing days. Concrete may be placed as soon as the forms and reinforcing steel are approved by the Engineer or designated representative.

The support of tie beam and/or forms by falsework placed on previously placed tie beams is permissible provided such beams have attained 3000 psi (20.7 MPa) compressive strength, curing requirements are completed and the beams are properly supported to eliminate stresses not provided for in the design.

Bridges and direct traffic culverts shall not be opened to construction traffic or to the traveling public until authorized by the Engineer or designated representative in accordance with the following:

Authorization may be given after the last slab concrete has been in place at least 14 days for light construction traffic not to exceed a 3/4-ton (0.68 Mg) vehicle.

Authorization to place embankments to allow normal construction traffic and when necessary to the traveling public, may be given after the last slab concrete has been in place 30 days or when the minimum compressive strength (f_c') has reached the 28 day strength conforming to Item No. 403S, "Concrete for Structures" or as indicated on the drawings.

410S.5 Drains

Weep holes and roadway drains shall be installed and constructed as indicated on the drawings.

410S.6 Expansion Joints

Joints and devices shall be used to provide for expansion and contraction of concrete slabs and shall be constructed as indicated on the drawings.

The bearing area under the expansion ends of concrete slabs and slab and girder spans shall be given a steel trowel finish and finished to the exact grades required on the drawings. The material used to separate expansion surfaces shall be as indicated on the drawings and placed so that concrete or mortar cannot be subsequently worked around or under it. The bridging of concrete or mortar around expansion joint material in bearings and expansion joints shall be prevented.

Concrete adjacent to armor joints and finger joints shall be placed carefully to avoid defective anchorage and porous or honeycombed concrete in such areas.

All open joints and joints to be filled with expansion joint material shall be constructed using forms adaptable to loosening or early removal. To avoid expansion or contraction damage to the adjacent concrete, these forms shall be loosened as soon as possible after final concrete set to permit free movement of the span without requiring full form removal.

Preformed fiber joint material or other material indicated shall be used in the vertical joints of the roadway slab, curb, median or sidewalk. The top 1-inch (25 mm) thereof shall be filled with joint sealing material, as specified herein. The sealer shall be installed in accordance with Standard Specification Item No. 413S, “Cleaning and/or Sealing Joints and Cracks (PC Concrete)” and the manufacturer’s recommendations.

Prior to placing the sealing material, the vertical faces of the joint shall be cleaned of all laitance by sandblasting or by mechanical routing. Cracked or spalled edges shall be repaired. The joint shall be blown clean of all foreign material and sealed.

Where preformed fiber joint material is used, it shall be anchored to the concrete on one side of the joint by light wire or nails to prevent the material from falling out.

Finished joints shall conform to the drawing details with the concrete sections completely separated by the specified opening or joint material.

Soon after form removal and where necessary after surface finishing, all projecting concrete shall be removed along exposed edges to secure full effectiveness of the expansion joints.

410S.7 Construction Joints

The joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set shall be deemed a construction joint. The term monolithic placement shall be interpreted to mean that the manner and sequence of concrete placing shall not create construction joints.

Construction joints shall be of the type and at the locations indicated on the drawings. Additional joints will not be permitted without written authorization from the Engineer or designated representative and when authorized, shall have details equivalent to those indicated for joints in similar locations.

Unless otherwise provided, construction joints shall be square and normal to the forms. Bulkheads shall be provided in the forms for all joints, except when horizontal. All vertical construction joints shall be chamfered. All horizontal construction joints shall be routed or grooved.

Construction joints requiring the use of joint sealing material shall be as indicated on the drawings or as directed by the Engineer or designated representative. The material will be indicated on the drawings without reference to joint type.

A concrete placement terminating at a horizontal construction joint shall have the top surface roughened thoroughly as soon as practicable after initial set is attained. The surfaces at bulkheads shall be roughened as soon as the forms are removed.

The hardened concrete surface shall be thoroughly cleaned of all loose material, laitance, dirt or foreign matter and saturated with water so it is moist when placing fresh concrete against it. Remove all free water and moisten the surface before concrete or bonding grout is placed against it. Forms shall be drawn tight against the existing concrete and the joint surface flushed with grout just prior to placing the fresh concrete.

The joint surface shall be coated with bonding mortar, grout, epoxy or other material as indicated on the drawings or other items. A Type V epoxy shall be provided in accordance with TxDoT DMS-6100, “Epoxies and Adhesives” for bonding fresh concrete to hardened concrete. The epoxy shall be placed on a clean dry surface and the fresh concrete shall be placed while the epoxy is still tacky. Bonding mortar or grout shall be placed on a surface that is saturated surface dry and the concrete shall be placed before the bonding mortar or grout dries. Other bonding agents shall be placed in accordance with the manufacturer’s recommendations.

410S.8 Foundation and Substructure

Excavation for foundations and substructure shall conform to Standard Specification Item No. 401S, "Structural Excavation and Backfill".

Concrete for foundation seals, unless otherwise indicated on the drawings, shall be Class C Concrete with a coarse aggregate grade of 2, 3, 4 or 5 and placed in accordance with the requirements herein. The top of the completed seal shall not vary from plan grade or the grade established by the Engineer or designated representative.

Where a concrete seal is indicated on the Drawings, the design will be based on the normal water elevation as indicated on the Drawings. If the foundation concrete can be placed in the dry at the time of construction, the seal will not be required. If additional seal is necessary for the conditions existing during the time of construction, its thickness shall be increased as deemed necessary by the Contractor and at the Contractor's expense. If the conditions existing at the time of construction require a seal for placing the foundation concrete in the dry and none is indicated on the Drawings, the Contractor shall place an adequate seal at the Contractor's expense.

The seal shall be allowed to set for at least 36 hours before the caisson or cofferdam is dewatered, after which the top of the seal shall be cleaned of all laitance or other soft material and all high spots exceeding the above limitation shall be cut off and removed.

410S.9 Falsework

The Contractor is totally responsible for all falsework. The Contractor shall design and construct it to safely carry the maximum anticipated loads and to provide the necessary rigidity. Details of falsework construction shall be subject to review by the Engineer or designated representative, but Engineer's review shall in no way relieve the Contractor of responsibility of the adequacy and safety of the falsework design.

All timber used in falsework centering shall be sound, in good condition and free from defects which will impair its strength. When wedges are used to adjust falsework to desired elevations, they shall be used in pairs to insure even bearing.

Sills or grillages shall be large enough to support the superimposed load without settlement and unless founded on solid rock, shale or other hard materials, precautions shall be taken to prevent yielding of the supporting material.

Falsework, which cannot be founded on a satisfactory spread footing, shall be placed on piling driven to a bearing capacity sufficient to support the superimposed load without settlement. The safe bearing capacity of piling shall be determined by test loads or by such other methods that may be required or acceptable to the Engineer or designated representative.

In general, each falsework bent shall be capped transversely by a member of proper size. A short cap section forming a T-head may be substituted to permit the removal of portions of the forms without disturbing the falsework. Caps shall be securely fastened to each pile or column in the bent and set at the proper elevation to produce, in conjunction with the use of approved wedges or jacks, permanent camber indicated on the Drawings, plus a construction camber covering allowance for deformation of the forms and falsework. The use of wedges to compensate for incorrectly cut bearing surfaces will not be permitted. Each falsework bent shall be securely braced to provide the stiffness required with the bracing securely fastened to each pile or column it crosses.

In setting falsework for arches, allowances shall be made for settlement of falsework, deflection of the arch and permanent camber. Provision shall be made by suitable wedges, sand jacks or other acceptable devices for the controlled lowering of falsework when the arch is swung. Falsework may be required to be placed on jacks to provide for settlement correction during concrete placement.

When the falsework is no longer required, it shall be removed. Falsework piling shall be pulled or cut off not less than 2 feet (0.6 meter) below finished ground level. Falsework and piling in a stream, lake or bay shall be completely removed to a point specified by the Engineer or designated representative to prevent any obstruction to the waterway.

410S.10 Forms

Forms for precast prestressed concrete members and for prestressed piling shall be constructed conforming to Item No. 425S, "Prestressed Concrete Structures".

A. General

Except where otherwise indicated on the drawings, forms may be of either timber or metal.

Forms for round columns exposed to view shall be of steel, except that other materials will be allowed with written permission of the Engineer or designated representative.

Forming plans shall be submitted for approval by the Engineer or designated representative. Forms shall be designed for the pressure exerted by a liquid weighing 150 pounds per cubic foot (2.4 Mega grams per cubic meter). The rate of placing the concrete shall be taken into consideration in determining the depth of the equivalent liquid. For job-fabricated forms an additional live load of 50 pounds per square foot (1.675 MPa) shall be allowed on horizontal surfaces. The maximum unit stresses shall not exceed 125 percent of the allowable stresses used by the Engineer or designated representative for the design of structures.

Formwork for wall and/or column pours equal or exceeding 8 feet (2.44 meters) shall be designed in accordance with ACI 347, “Guide to Formwork for Concrete” and sealed by a Registered Civil Engineer Licensed in the State of Texas, who is experienced in formwork design.

Commercially produced structural units used in formwork shall not exceed the manufacturer's maximum allowable working load for moment, shear or end reaction. The maximum working load shall include a live load of 35 pounds per square foot (1.175 MPa) of horizontal form surface and sufficient details and data shall be submitted for use in checking formwork details for approval.

Forms shall be practically mortar-tight, rigidly braced and strong enough to prevent bulging between supports and maintained to the proper line and grade during concrete placement. Forms shall be maintained in a manner that will prevent warping and shrinkage.

Deflections due to cast-in-place slab concrete and railing shown in the dead load deflection diagram shall be taken into account in the setting of slab forms.

All forms and footing areas shall be cleaned of any extraneous matter before placing concrete.

Permission to place concrete will not be given until all of such work is complete to the satisfaction of the Engineer or designated representative.

If, at any stage of the work, the forms show signs of bulging or sagging, the portion of the concrete causing such condition shall be removed immediately, if necessary and the forms shall be reset and securely braced against further movement.

B. Timber Forms

Lumber for forms shall be properly seasoned, of good quality and free from imperfections, which would affect its strength or impair the finished surface of the concrete. The lumber used for facing or sheathing shall be finished on at least 1 side and 2 edges and shall be sized to uniform thickness.

Form or form lumber that will be reused shall be maintained clean and in good condition. Lumber that is split, warped, bulged, or marred or that has defects that will produce inferior forms shall not be used but shall be removed from the work.

Form lining will be required for all formed surfaces, except for the inside of culvert barrels, inlets, manholes and box girders, the bottom of bridge decks between beams or girders, surfaces that are subsequently covered by backfill material or are completely enclosed and any surface formed by a single finished board. Lining will not be required when plywood forms are used.

Form lining shall be of an approved type such as masonite or plywood. Thin membrane sheeting such as polyethylene sheets shall not be used for form lining.

Forms may be constructed of plywood not less than ¾ inch (19 mm) in thickness, with no form lining required. The grain of the face plies on plywood forms shall be placed parallel to the span between the supporting studs or joists.

Plywood used for forming surfaces, which remain exposed, shall be equal to that specified as B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce Voluntary Product Standard, PS 1.

Studs and joists shall be spaced so that the facing form material remains in true alignment under the imposed loads.

Wales shall be spaced close enough to hold forms securely to the designated lines and scabbed at least 4 feet (1.22 meters) on each side of joints to provide continuity. A row of wales shall be placed near the bottom of each placement.

Facing material shall be placed with parallel and square joints and securely fastened to supporting studs.

Forms for surfaces receiving only an ordinary finish and exposed to view shall be placed with the form panels symmetrical, i.e., long dimensions set in the same direction. Horizontal joints shall be continuous.

Molding specified for chamfer strips or other uses shall be made of materials of a grade that will not split when nailed and which can be maintained to a true line without warping. Wood molding shall be mill cut and dressed on all faces. Unless indicated otherwise on the drawings, forms shall be filleted at all sharp corners and edges with triangular chamfer strips measuring 3/4 inch (19 mm) on the sides.

Forms for railings and ornamental work shall be constructed to standards equivalent to first class millwork. All moldings, panel work and bevel strips shall be straight and true with neatly mitered joints designed so the finish work is true, sharp and clean cut. All forms shall be constructed to permit their removal without marring or damaging the concrete. The forms may be given a slight draft to permit ease of removal.

Metal form ties of an approved type or a satisfactory substitute shall be used to hold forms in place and shall be of a type that permits ease of removal of the metal as hereinafter specified.

All metal appliances used inside of forms for alignment purposes shall be removed to a depth of at least 1/2 inch (13 mm) from the concrete surface. They shall be made so the metal may be removed without undue chipping or spalling and when removed, shall leave a smooth opening in the concrete surface. Burning off of rods, bolts or ties will not be permitted.

Any wire ties used shall be cut back at least 1/2 inch (13 mm) from the face of the concrete and properly patched.

Devices holding metal ties in place shall be capable of developing the strength of the tie and adjustable to allow for proper alignment.

Metal and wooden spreaders, which are separate from the forms, shall be removed entirely as the concrete is being placed.

Adequate clean-out openings shall be provided for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

Prior to placing concrete, the facing of all forms shall be treated with oil or other bond breaking coating of such composition that it will not discolor or otherwise injuriously affect the concrete surface. Care shall be exercised to prevent coating of the reinforcing steel.

C. Metal Forms

The foregoing requirements for timber forms as regards design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse and wetting shall also apply to metal forms, except that these will not require lining, unless specifically indicated on the drawings.

The thickness of form metal shall be as required to maintain the true shape without warping or bulging. All bolt and rivet heads on the facing sides shall be countersunk. Clamps, pins or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms, which do not present a smooth surface or line up properly, shall not be used. Metal shall be kept free from rust, grease or other foreign materials.

D. Form Supports for Overhang Slabs

Form supports which transmit a horizontal force to a steel girder or beam or to a prestressed concrete beam will be permitted, but shall not be used unless a structural analysis has been made of the affect on the girder or beam and approval is granted by the Engineer or designated representative.

In normal or skewed spans with standard overhangs not exceeding 3 feet, 1 1/2 inches (0.95 meter), beam bracing as shown in the drawings shall be used.

Spans in which the overhang width exceeds 3 feet, 1 1/2 inches (0.95 meter) will require additional support for the outside beams to resist torsion. Details of the Contractor's proposed method of providing additional support shall be included with the slab forming plans submitted to the Engineer or designated representative for review and approval.

Holes in steel members for support of overhang brackets may be punched or drilled full size or may be torch cut to 1/4 inch (6 mm) under size and reamed full size. In no case shall the holes be burned full size. The hole shall be left open unless indicated to be filled with a button head bolt. They shall never be filled by welding.

410S.11 Placing Reinforcement

Reinforcement in concrete structures shall be placed carefully and accurately and rigidly supported as provided in Standard Specification Item No. 406S, "Reinforcing Steel". Reinforcing steel supports shall not be welded to I-beams or girders or stirrups of prestressed concrete beams.

410S.12 Placing Concrete

A. General

Concrete shall not be placed when impending weather conditions would impair the quality of the finished work. If conditions of wind, humidity and temperature are such that concrete cannot be placed without the potential for shrinkage cracking, the concrete should be placed in early morning, at night or on a schedule with more favorable weather. When mixing, placing and finishing concrete is scheduled during non-daylight hours; the entire placement site should be illuminated to the satisfaction of the Engineer or designated representative.

If changes in weather conditions require protective measures after work starts, adequate shelter shall be provided to protect the concrete against damage from rainfall or from freezing temperatures as outlined in this Item. Operations during rainfall shall only be continued if approved by the Engineer or designated representative. Aggregate stockpiles shall be covered to the extent necessary to control the moisture conditions in the aggregates.

Slab concrete shall be mixed in a plant located off the structure. Carting or wheeling concrete batches over completed slabs will not be permitted until they have aged at least 4 full curing days or timber planking placed on top of the slab for the carts to traverse along. Carts shall be equipped with pneumatic tires. Curing operations shall not be interrupted for the purpose of wheeling concrete over finished slabs.

Exposed concrete surfaces, while still plastic, shall be stamped with an impression having the Contractor's name, the month and year. The stamp shall be of an approved design.

At least 1 day of curing shall be allowed after the concrete has achieved initial set before placing strain on projecting reinforcement to prevent damage to the concrete.

The storing of reinforcing or structural steel on completed roadway slabs generally shall be avoided and when permitted, shall be limited to quantities and distribution that will not induce excessive stresses.

B. Preparation of Surfaces

All forms, prestressed concrete panels, T-beams and concrete box beams on which concrete will be placed shall be thoroughly wetted before the placement of concrete. Puddles of excess water shall be removed before placing the concrete. The various surfaces shall be in a moist, saturated surface dry condition when concrete is placed on or against them.

The subgrade or foundation shall be moist before placing concrete for bridge approach slabs or other concrete placed on grade. If dry the subgrade shall be lightly sprinkled.

C. Placing Temperature

The minimum temperature of all concrete at the time of placement shall not be less than 50°F (10°C). The maximum temperature of any concrete, unless otherwise indicated on the drawings, shall not exceed 95°F (35°C) when placed. The maximum temperature of cast-in-place concrete in bridge superstructures, diaphragms, parapets, concrete portions of railing, curbs and sidewalks and direct traffic box culverts shall not exceed 85°F (30°C) when placed. Other portions of structures, when indicated on the drawings, shall require the temperature control specified.

For continuous placement of the deck on continuous steel units, the initial set of the concrete shall be retarded sufficiently to insure that it remains plastic in not less than 3 spans immediately preceding the one being placed. For simple spans, retardation shall be required only if necessary to complete finishing operations.

The consistency of the concrete as placed should allow the completion of all finishing operations without the addition of water to the surface. When conditions are such that additional moisture is needed for finishing, the required water shall be applied to the surface by fog spray only and shall be held to a minimum amount. Fog spray for this purpose may be applied with hand operated fogging equipment.

The height of free fall of concrete shall be limited to 5 feet (1.575 meters) to prevent segregation.

D. Transporting Time

The maximum time interval between the addition of cement to the batch and the placing of concrete in the forms shall not exceed the following:

Table 2: Allowable Transportation Times			
Air or ConcreteTemperature whichever is higher	Maximum Time w/o Retarder	Maximum Time with Retarder	
		*Specific Applications	All others
Non-agitated Concrete			
35°F to 79°F (2°C to 26°C)	45 minutes	45 minutes	45 minutes
Over 80°F (Over 25°C)	30 minutes	45 minutes	45 minutes
Agitated Concrete			
90°F (32°C) or above	45 minutes	75 minutes	105 minutes
75°F to 89°F (24°C to 32°C)	60 minutes	90 minutes	120 minutes
35°F to 74°F (2°C to 23°C)	90 minutes	120 minutes	150 minutes

* Specific applications include Bridge decks, cased drilled shafts and slabs of direct traffic culverts

The use of an approved retarding agent in the concrete will permit the extension of each of the above temperature-time maximums by 30 minutes for bridge decks, top slabs of direct traffic culverts and cased drilled shafts and 1 hour for all other concrete except that the maximum time shall not exceed 45 minutes for non-agitated concrete.

E. Handling and Placing

The Contractor shall give the Engineer or designated representative sufficient advance notice before placing concrete in any unit of the structure to permit the review of forms, reinforcing steel placement and other preparations. Concrete shall not be placed in any unit prior to the completion of formwork and placement of reinforcement therein.

The sequence for placing concrete shall be as indicated on the drawings or as required herein. The placing shall be regulated so the pressures caused by the plastic concrete shall not exceed the loads used in the form design.

The method of handling, placing and consolidation of concrete shall minimize segregation and displacement of the reinforcement and produce a uniformly dense and compact mass. Concrete shall not have a free fall of more than 5 feet (1.5 meters), except in the case of drilled shafts, thin wall sections such as in culverts, or as allowed by other Items. Any hardened concrete spatter ahead of the plastic concrete shall be removed.

Each part of the forms shall be filled by depositing concrete as near its final position as possible. The coarse aggregate shall be worked back from the face and the concrete forced under and around the reinforcement bars without displacing them. Depositing large quantities at one point and running or working it along the forms will not be allowed.

Concrete shall be deposited in the forms in layers of suitable depth but not more than 36 inches (0.9 meter) in thickness, unless otherwise directed by the Engineer or designated representative.

Cold joints in a monolithic placement shall be avoided. The sequence of successive layers or adjacent portions of concrete shall be such that they can be vibrated into a homogeneous mass with the previously placed concrete without a cold joint. Not more than 1 hour (1 ½ hours if a normal dosage of retarding admixture is used) shall elapse between adjacent or successive placements of concrete. Unauthorized construction joints shall be avoided by placing all concrete between the authorized joints in one continuous operation.

An approved retarding agent shall be used to control stress cracks and/or authorized cold joints in mass placements where differential settlement and/or setting time may induce stress cracking, such as on false work, in deep girder stems, etc.

Openings in forms shall be provided, if needed, for the removal of laitance or foreign matter of any kind.

All forms shall be wetted thoroughly before the concrete is placed therein.

F. Consolidation

All concrete shall be carefully consolidated and the mortar flushed to the form surfaces by continuous working with immersion type vibrators. Vibrators which operate by attachment to forms or reinforcement will not be permitted, except on steel forms. At least 1 standby vibrator shall be provided for emergency use in addition to the ones required for placement. For lightweight concrete, vibrators of the high frequency type, which produce a minimum of 7000 impulses per minute, will be required.

The concrete shall be vibrated immediately after deposition. Prior to the beginning of work, a systematic spacing of the points of vibration shall be established to insure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures and into the corners and angles of the forms. Immersion type vibrators shall be inserted vertically, at points 18 to 30 inches (450 to 750 mm) apart and slowly withdrawn. The vibrator may only be inserted in a sloping or horizontal position in shallow slabs. The entire depth of each lift shall be vibrated, allowing the vibrator to penetrate several inches (several cms) into the preceding lift. The vibrator shall not be used to move the concrete to other locations. In addition the vibrator shall not be dragged through the concrete. Concrete along construction joints shall be thoroughly consolidated by operating the vibrator along and close to but not against the joint surface. The vibration shall continue until thorough consolidation and complete embedment of reinforcement and fixtures is produced, but not long enough to cause segregation. Vibration may be supplemented by hand spading or rodding, if necessary, to insure the flushing of mortar to the surface of all forms.

G. Finishing

From the time of initial strike off until final finish is completed and required interim curing is in place, the unformed surfaces of slab concrete in bridge decks and top slab of direct traffic culverts and concrete slabs, shall be kept damp, not wet, to offset the effects of rapid evaporation of mixing water from the concrete due to wind, temperature, low humidity or combinations thereof. Fogging equipment capable of applying water in the form of a fine fog mist, not a spray, will be required. Fogging will be applied at the times and in the manner directed by the Engineer or designated representative.

Fogging equipment may be either water pumped under high pressure or a combination of air and water, either system in combination with a proper atomizing nozzle. The equipment shall be sufficiently portable for use in the direction of any prevailing winds. The equipment shall be adapted for intermittent use to prevent excessive wetting of the surfaces.

Upon completion of the final finish, interim curing will be required for slab concrete in bridge decks and top slabs of direct traffic culverts as follows:

(1) Required water curing shall begin as soon as it can be done without damaging the concrete finish.

(2) Unless otherwise indicated on the Drawings, Type 1-D membrane curing compound that conforms to TxDoT DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants" shall be applied to the slab surface.

H. Installation of Dowels and Anchor Bolts

Dowels and anchor bolts shall be installed by casting them in place or by grouting with grout, epoxy, or epoxy mortar unless indicated otherwise on the drawings.

Holes for grouting shall be formed or drilled. Holes for anchor bolts shall be drilled to accommodate the bolt embedment required on the drawings. Holes for dowels shall be made at least 12 in. (300 mm) deep unless indicated otherwise on the drawings. When grout or epoxy mortar is specified the diameter of the hole shall be at least twice the dowel or bolt diameter but shall not exceed the dowel or bolt diameter plus 1 ½ in (38 mm). When epoxy is specified the hole diameter should be 1/16 to ¼ in. (1.6 to 6.35 mm) greater than the dowel or bolt diameter.

Holes for anchor bolts in piers, abutments, bents or pedestals may be drilled or formed by the insertion of oiled wooden plugs or metal sleeves in the plastic concrete. Formed holes shall be large enough to permit horizontal adjustments of the bolts. The bolts shall be carefully set in mortar. In lieu of the above, anchor bolts may be set to exact locations when the concrete is placed.

The holes shall be thoroughly cleaned of all loose material, oil, grease or other bond-breaking substance and blow them clean with filtered compressed air. When an epoxy type material is used the holes shall be in a surface dry condition. When hydraulic cement grout is used the holes shall be in a surface moist condition. The void space between the hole and the dowel or bolt shall be completely filled with grouting material. The requirements for cleaning outlined in the product specification for prepackaged systems shall be followed exactly.

The following should be used as a guide in selection of an appropriate grout, mortar, epoxy or epoxy grout.

Table 3: Guide for Selection of Epoxy, Epoxy Mortar, Grout and Epoxy Grout

Material Type	Recommendation
Epoxy, Epoxy Mortar or other prepackaged Mortar	As Approved
Cast-in-place or Grouted system	1 part hydraulic cement, 2 parts sand and

	sufficient water for desired consistency
Neat Epoxy	Type III epoxy per TxDoT DMS-6100, "Epoxies and Adhesives"
Epoxy Grout	Type III epoxy per TxDoT DMS-6100, "Epoxies and Adhesives"
Provide grout, epoxy or epoxy mortar as the binding agent unless otherwise indicated on the drawings	

410S.13 Placing Concrete in Cold Weather

A. General

The Contractor is responsible for the protection of concrete placed under any and all weather conditions and is responsible for producing concrete equal in quality to that placed under normal conditions. Permission given by the Engineer or designated representative to allow placement of the concrete during cold weather does not relieve the Contractor of the responsibility for producing concrete equal in quality to that placed under normal conditions. Concrete placed under adverse weather conditions that proves to be unsatisfactory shall be removed and replaced at Contractor' expense.

B. Cast-in-Place Concrete

Concrete may be placed when the ambient temperature is not less than 35°F (2°C) in the shade and rising or above 40°F (4°C). Concrete shall not be placed when the ambient temperature in the shade is below 40°F (4°C) and falling unless approved by the Engineer or designated representative. Concrete shall not be placed in contact with any material coated with frost or having a temperature less than 32°F (0°C).

Aggregates shall be free from ice, frost and frozen lumps. When required, in order to produce the minimum specified concrete temperature; the aggregate and/or the water shall be heated uniformly, in accordance with the following:

The water temperature shall not exceed 180°F(82°C) and/or the aggregate temperature shall not exceed 150°F(66°C). The heating apparatus shall heat the mass of aggregate uniformly. The temperature of the mixture of aggregates and water shall be between 50°F(10°C) and 85°F(29°C) before introduction of the cement.

All concrete shall be effectively protected as follows:

1. The temperature of slab concrete of all unformed surfaces shall be maintained at 50°F(10°C) or above for a period of 72 hours from time of placement and above 40°F(4°C) for an additional 72 hours.
2. The temperature at the surface of all concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, bottom of slabs and other similar forms shall be maintained at 40°F(4°C) or above for a period of 72 hours from time of placement.
3. The temperature of all concrete, including the bottom slabs of culverts placed on or in the ground, shall be maintained above 32°F(0°C) for a period of 72 hours from time of placement.

Protection shall consist of providing additional covering, insulated forms or other means and if necessary, supplementing such covering with artificial heating. Avoid applying heat directly to concrete surfaces. Curing shall be provided during this period until all requirements for curing have been satisfied.

When impending weather conditions indicate the possibility of the need for such temperature protection, all necessary heating and covering material shall be on hand ready for use before permission is granted to begin placement.

Sufficient extra test specimens will be made and cured with the placement to ascertain the condition of the concrete as placed prior to form removal and acceptance.

C. Precast Concrete

A fabricating plant for precast products which has adequate protection from cold weather in the form of permanent or portable framework and covering, which protects the concrete when placed the forms and is equipped with approved steam curing facilities may place concrete under any low temperature conditions provided:

1. The framework and covering are placed and heat is provided for the concrete and the forms within 1 hour after the concrete is placed. This shall not be construed to be 1 hour after the last concrete is placed, but that no concrete shall remain unprotected longer than 1 hour.
2. Steam heat shall keep the air surrounding the concrete between 50°F (10°C) and 85°F(29°C) for a minimum of 3 hours prior to beginning the temperature rise, which is required for steam curing.

410S.14 Placing Concrete in Hot Weather

When the temperature of the air is above 85ºF (29°C), an approved retarding agent will be required in all exposed concrete, concrete used in superstructures, top slabs of direct traffic culverts and all cased drilled shafts regardless of temperatures. Concrete mix temperatures shall not exceed 90ºF (32°C) except for mixes that include high range water reducers where a maximum mix temperature of 100ºF (38°C) will be allowed.

If the concrete mix temperature is expected to exceed 90ºF (32°C) (or 100ºF (38°C) in mixes with high range water reducers) ice may be utilized to lower the concrete mix temperature. Ice may be added to the concrete mix as a portion by weight of the mix water. However the addition of ice shall not exceed 50% of the total mix water weight.

When weather conditions are such that the addition of ice at 50% of the mix water is not sufficient to reduce the concrete mix temperature to an acceptable temperature, concrete work shall not be allowed.

When ice is to be used in hot weather concrete placement, the Contractor shall furnish a mix design (Section 4.4 of Standard Specification Item 360S, “Concrete Pavement” and Section 6 of Standard Specification Item No. 403S, “Concrete for Structures”) acceptable to the Engineer or designated representative for class of concrete specified on the drawings.

410S.15 Placing Concrete in Water

Concrete shall be deposited in water only when indicated on the drawings or with written permission of the Engineer or designated representative. The forms, cofferdams or caissons shall be sufficiently tight to prevent any water current passing through the space in which the concrete is being deposited. Pumping will not be permitted during the concrete placing nor until it has set for at least 36 hours.

The concrete shall be placed with a tremie, pump or other approved method and shall not be permitted to fall freely through the water nor shall it be disturbed after it has been placed. Its surface shall be kept approximately level during placement.

The tremie shall be supported or the pump operated so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie or pump hose shall be submerged in the concrete at all times.

The placing operations shall be continuous until the work is complete.

For concrete to be placed under water, the concrete mix shall be designed in accordance with Standard Specification Item No. 403S, “Concrete For Structures” with a minimum cement content of 650 lb. Per cubic yard (10.4 Mg per cubic meter). An anti-wash admixture may be included in the mix design as necessary to produce a satisfactory finished product.

410S.16 Placing Concrete in Superstructure

A. General

Unless otherwise indicated on the drawings, simple span roadway slabs shall be placed without transverse construction joints by using a mechanical longitudinal screed or a self-propelled transverse finishing machine or a mechanical longitudinal screed. For small placements or unusual conditions such as narrow widening, variable cross-slopes, or transitions, manually operated screeding equipment may be used if approved by the Engineer or designated representative.

B. Transverse Screeding

Unless otherwise indicated on the drawings, slabs on continuous units shall be placed in one continuous operation without transverse construction joints using a longitudinal screed or a self-propelled transverse finishing machine. Rails for transverse finishing machines supported from the beams or girders shall be installed so they may be removed without damage to the slab. Bond between removable supports and the concrete shall be prevented in a manner acceptable to the Engineer or designated representative. Rail support parts, which remain embedded in the slab, shall not project above the upper mat of reinforcing steel. Rail or screed supports attached to I-beams or girders shall be subject to "General Requirements" stated above. Unless indicated otherwise on the drawings, the minimum rate of concrete placement is 30 lineal feet (9.144 lineal meters) of bridge slab per hour. The concrete shall be deposited parallel to the skew of the bridge so that all girders are loaded uniformly along their length. Slab concrete shall be deposited between the exterior beam and the adjacent beam before placing concrete in the overhang portion of the slab. Personnel and equipment shall be furnished that is capable of placing, finishing and curing the slab at an acceptable rate to ensure compliance with this Item. Concrete shall be placed in transverse strips. On profile grades greater than 1.5 %, placement shall be started at the lower end.

C. Longitudinal Screeding

The screed shall be adequately supported on a header or rail system sufficiently stable to withstand the longitudinal or lateral thrust of the equipment. Unless otherwise indicated on the drawings, temporary intermediate headers will be permitted for placements exceeding 50 feet (15.24 meters) in length for the longitudinal screed, provided the rate of placement is rapid enough to prevent a cold joint and these headers are designed for early removal to permit satisfactory consolidation and finish of the concrete at their locations. The slab concrete shall be deposited between the exterior beam and the adjacent beam before placing concrete in the overhang portion of the slab.

For longitudinal screeding, concrete shall be placed in longitudinal strips starting at a point in the center of the segment adjacent to one side, except as provided herein and the strip completed by placing uniformly in both directions toward the ends except that for spans on a grade of 1.5 percent or more, placing shall start at the lower end. The width of strips shall be such that the concrete therein will remain plastic until the adjacent strip is placed. Where monolithic curb construction is specified, the concrete shall be placed therein in proper sequence to be monolithic with the adjacent longitudinal strips of the slabs.

D. Placements on Continuous Steel Units

Unless otherwise indicated on the drawings, slabs on continuous steel units shall be placed in a single continuous operation without transverse construction joints using a mechanical longitudinal screed or a self-propelled transverse finishing machine. The initial set of the concrete shall be retarded sufficiently to ensure that concrete remains plastic in at least 3 spans immediately preceding the slab being placed. Construction joints shall be used, when required for slab placements on steel beams or girders, as shown on the drawings. When staged placement of a slab is specified in the drawings, it shall be necessary to ensure that the previously placed concrete attains a compressive strength of 3000 psi (20.7 MPa) before placing the next stage concrete. Multiple stages may be placed in a single day if approved by the Engineer or designated representative. When drawings permit staged concrete placement without specifying a particular order of placement, a placing sequence that will not overstress any of the supporting members shall be submitted for the approval of the Engineer or designated representative.

E. Slab and Girder Units

Unless indicated otherwise on the drawings, girders, slab and curbs of slab and girder spans shall be placed monolithically. Concrete girders shall be filled first, and the slab concrete placed within the time limits specified in this Item. If a transverse screed is used, the concrete shall be placed in the stem for a short distance and then the concrete placed in transverse strips. If a longitudinal screed is used, the concrete shall be placed in the outside girder stem first beginning at the low end or side, and then continue the concrete placed in longitudinal strips.

410S.17 Placing Concrete in Concrete Arches

Concrete shall be placed in arch rings so the loading is kept symmetrical on the falsework. The arch rings and ribs shall be placed in one continuous operation unless otherwise

indicated on the drawings or permitted by the Engineer or designated representative. The spandrel walls or columns and the beams shall not be placed until the arch is swung. Floor slab, railing, parapet walls, etc., shall not be placed until all spandrels are complete. Slab placement shall be symmetrical about the transverse centerline so the loading of the arch is kept approximately symmetrical.

The placing sequence shall be as indicated on the drawings.

410S.18 Placing Concrete in Box Culverts

In general, construction joints will be permitted only where indicated on the drawings.

Where the top slab and walls are placed monolithically in culverts more than 4 feet (1.22 meters) in clear height, an interval of not less than 1 nor more than 2 hours shall elapse before placing the top slab to allow for settlement and shrinkage in the concrete wall.

The base slab shall be trowel finished accurately at the proper time to provide a smooth uniform surface. Top slabs, which carry traffic, shall be finished as specified for roadway slabs in "Finish of Roadway Slabs", below. Top slabs of fill type culverts shall be given a reasonably smooth float finish.

410S.19 Placing Concrete in Foundations and Substructure

Concrete shall not be placed in footings until the depth and character of the foundation has been inspected by the Engineer or designated representative and permission has been given to proceed.

Placing of concrete footings upon seal courses will be permitted after the caissons or cofferdams are free from water and the seal course cleaned. Any necessary pumping or bailing during the concrete placement shall be done from a suitable sump located outside the forms.

All temporary wales or braces inside cofferdams or caissons shall be constructed or adjusted as the work proceeds to prevent unauthorized construction joints in footings or shafts.

When footings can be placed in a dry excavation without the use of cofferdams or caissons, forms may be omitted if desired by the Contractor and approved by the Engineer or designated representative and the entire excavation filled with concrete to the elevation of the top of footing.

Concrete in columns shall be placed monolithically unless otherwise indicated on the drawings. Columns and caps and/or tie beams supported thereon may be placed in the same operation or separately. To allow for settlement and shrinkage of the column concrete, it shall be placed o the lower level of the cap or tie beam and placement delayed for not less than 1 hour nor more than 2 before proceeding with the cap or tie beam placement.

410S.20 Treatment and Finishing of Horizontal Surfaces Except Bridge Slabs

All unformed upper surfaces shall be struck off to grade and finished. The use of mortar topping for surfaces under this classification will not be permitted.

After the concrete has been struck off, the surface shall be floated with a suitable float. Bridge sidewalks shall be given a wood float or broom finish or may be striped with a brush as specified by the Engineer or designated representative.

The tops of caps and piers between bearing areas shall be sloped slightly from the center toward the edge and the tops of abutments and transition bents sloped from the back wall to the edge, as directed by the Engineer or designated representative, so that water will drain from the surface. The concrete shall be given a smooth trowel finish. Bearing areas for steel units shall be constructed in such a manner to have a full and even bearing upon the concrete. When the concrete is placed below grade, bearing areas may be raised to grade on beds of Portland cement mortar consisting of 1 part cement, 2 parts sand and a minimum amount of water.

Bearing seat buildups or pedestals for concrete units shall be cast integrally with the cap or with a construction joint. The construction joint area under the bearing shall have the surface roughened thoroughly as soon as practical after initial set is obtained. The bearing seat buildups shall be placed using a latex based grout, an epoxy grout, or an approved proprietary bearing mortar, mixed in accordance with the manufacturer's recommendation. Pedestals shall be placed using Class C concrete, reinforced as indicated on the drawings.

The bearing area under the expansion end of concrete slabs and slab and girder spans shall be given a steel-trowel finish to the exact grades required on the drawings. Bearing areas under elastomeric bearing pads or nonreinforced bearing seat buildups shall be given a textured wood float finish. The bearing area shall not vary from a level plane more than 1/16 in. (1.6 mm) in all directions.

410S.21 Finish of Bridge Slabs

In all roadway slab-finishing operations, camber for specified vertical curvature and transverse slopes shall be provided.

For concrete flat slab and concrete slab and girder spans cast in place on falsework, an additional amount of camber shall be provided to offset the initial and final deflections of the span indicated in the drawings. For concrete slab and girder spans using pan forms, a camber of approximately 3/8 in. for 30 ft. (9.5 mm for 9.14 meter) spans and ½ in. for 40 ft. (12.7 mm for 12.19 meter) spans shall be provided to offset initial and final deflections unless otherwise directed by the Engineer or designated representative. When dead load deflection requirements for concrete flat slab and concrete slab and girder spans not using pan forms is not indicated on the drawings, the additional amount of camber shall be 1/8 inch per 10 foot (3.2 mm per 3 meter) of span length but not to exceed 1/2 inch (12.7 mm).

Bridge slabs supported on prestressed concrete beams, steel beams or girders shall receive no additional camber, except that for slabs without vertical curvature, the longitudinal camber shall be approximately 1/4 inch (6.35 mm).

Work bridges or other suitable facilities shall be provided from which to perform all finishing operations and to provide access, if necessary, for the Engineer or designated representative to check measurements for slab thickness and reinforcement cover.

As soon as the concrete has been placed and vibrated in a section of sufficient width to permit working, the surface shall be struck off, leveled and screeded, carrying a slight excess of concrete ahead of the screed to insure filling of all low spots. The screed shall be designed rigid enough to hold true to shape and shall have sufficient adjustments to provide for the required camber. A vibrating screed shall be used in all slabs more than 20 feet (6.1 meters) in width. A vibrating screed may be used if heavy enough to prevent undue distortion. The screeds shall be provided with a metal edge.

Longitudinal screeds shall be moved across the concrete with a saw like motion while their ends rest on headers or templates set true to the roadway grade or on the adjacent finished slab. The transverse screeds shall be moved longitudinally approximately 1/5 of the drum length for each complete out-and-back pass of the carriage.

The surface of the concrete shall be screeded a sufficient number of times and at such intervals to produce a uniform surface, true to grade and free of voids. If necessary, the screeded surface shall be worked to a smooth finish with a long handled wood or metal float of the proper size or hand floated from bridges over the slab. Floating may not be necessary if the pan float attached to a transverse screed produces an acceptable finish. Overworking the concrete surface and overuse of finish water shall be avoided.

The Contractor shall perform in the presence of the Engineer or designated representative sufficient checks with a long handled 16-foot (5 meter) straightedge on the plastic concrete to insure that the final surface will be within the specified tolerances. The check shall be made with the straightedge parallel to the centerline. Each pass thereof shall lap half of the preceding pass. All high spots shall be removed and all depressions over 1/16 inch (1.6 mm) in depth shall be filled with fresh concrete and floated. The checking and floating shall be continued until the surface is true to grade and free of depressions, high spots, voids or rough spots.

Screed-rail support holes shall be filled with concrete and finished to match the top of the slab.

The concrete surface shall be finished to a uniform texture using a carpet drag, burlap drag or broom finish. The surface shall be finished to a smooth sandy texture without blemishes, marks or scratches deeper than 1/16 inch (1.6 mm). The surface texturing shall be applied using a work bridge or platform immediately after completing the straightedge checks. The carpet or burlap drag shall be drug longitudinally along the concrete surface, adjusting the surface contact area or pressure to provide a satisfactory coarsely textured surface. A broom finish may be performed using a fine bristle broom transversely.

The concrete surface shall be coated immediately after the carpet or burlay drag, or broom finish with a single application of evaporation retardant at a rate recommended by the manufacturer. The time between the texturing at any location and subsequent application of evaporation retardant shall not exceed 10 minutes. The evaporation retardant may be applied using the same workbridge used for surface texturing. The concrete surface shall not be worked once the evaporation retardant has been applied.

Interim and final curing shall be applied in accordance with Section P410S.23, “Curing Concrete”.

The Contractor is responsible for the ride quality of the finished bridge slab. The Engineer or designated representative will use a 10-ft. (3.05 meter) straightedge to verify ride quality [1/8 in. or less in 10 ft (3.2 mm or less in 3.05 meters)] and to determine locations where

corrections are needed. If the Engineer or designated representative determines that the ride quality is unacceptable, then the Contractor shall submit to the Engineer or designated representative for approval a plan to produce a ride of acceptable quality. All corrections for ride-quality shall be made before saw-cutting grooves.

At the option of the Contractor or when indicated on the drawings, the hardened concrete surface of bridge slabs, bridge approach slabs and direct-traffic culverts shall be given its final texture by saw grooving to meet the above requirements after completion of the required curing period. Grooves shall be cut perpendicular to the structure centerline. The grooves shall be cut continuously across the slab to within 18 in. (450 mm) of the barrier rail, curb or median divider. At skewed metal expansion joints in bridge slabs, groove cutting shall be adjusted by using narrow-width cutting heads so that all grooves end within 6 in. (150 mm) of the joint, measured perpendicular to the centerline of the metal joint. There should not be any ungrooved surface wider than 6 in. (150 mm) adjacent to either side of the joint. The minimum distance to the first groove, measured perpendicular to the edge of the concrete joint or from the junction between the concrete and the metal leg of the joint shall be 1 in. (25 mm), Grooves shall be continuously cut across construction joints or other joints in the concrete that are less than ½ in. (13 mm) wide. The same procedure described above shall be used where barrier rails, curbs or median dividers are not parallel to the structure centerline in order to maintain the 18-in. (450-mm) maximum dimension from the end of the grooves to the gutter line. The grooves shall be cut continuously across formed concrete joints.

When the plans require that a concrete overlay be placed on the slab (new construction) or on prestressed concrete box beams or other precast elements, a carpet drag, burlap drag or broom finish shall be given to all concrete surfaces to be overlaid. Saw grooving is not necessary in this case. An average texture depth for the finish of approximately 0.035 in. (0.9 mm) shall be provided with no individual test falling below 0.020 in. (0.5 mm), unless otherwise indicated on the drawings, when tested in accordance with TxDoT's Tex-436-A, "Measurement of Texture Depth by the Sand Patch Method". If the texture depth falls below what is specified, the finishing procedure shall be revised to produce the desired texture.

When the drawings require an asphalt seal with or without overlay on the slab (new construction), on prestressed concrete box beams or on other precast elements, all concrete surfaces to be covered shall be given a lightly textured broom or carpet drag finish, similar to a sidewalk finish having an average texture depth of approximately 0.025 inch (0.635 mm), when tested in accordance with TxDoT's Tex-436-A, ".

410S.22 Placing Survey Monuments

The Contractor shall obtain City Survey Monuments, for a fee of 10 dollars, from the Department of Public Works, Construction Inspection Division. Monuments shall be embedded in freshly poured concrete at locations indicated on the drawings and accessible to survey equipment at the completion of the project. The monuments shall be installed flush with the adjacent concrete.

410S.23 Curing Concrete

The Contractor shall inform the Engineer or designated representative fully of the methods and procedures proposed for curing, shall provide the proper equipment and material in adequate amounts and shall have the proposed method, equipment and material approved by the Engineer or designated representative prior to placing concrete.

Inadequate curing and/or facilities therefore shall be cause for the Engineer or designated representative to notify the Contractor, in writing, that the work is unsatisfactory and the concrete will have to be removed and replaced.

All concrete shall be cured for a period of 4 curing days except as noted herein. A curing day is a calendar day when the temperature, taken in the shade away from artificial heat is above 50°F (10°C) for at least 19 hours or on colder days if the temperature of all surfaces of the concrete is maintained above 40°F (4°C) for the entire 24 hours. The required curing shall begin when all concrete has attained its initial set. TxDoT's Tex-440-A, "Initial Time-of-Set of Fresh Concrete" may be used to establish when the concrete has attained its initial set.

Table 4: Exceptions to 4-Day Curing

Description	Type of Cement	Required Curing Days
Upper Surfaces of Bridge Slabs, Top Slabs of Direct Traffic Culverts and Concrete Overlays	I or II	8
	II or I/II	10
	All types with supplementary cementing materials	10
Concrete Piling buildups		6

For upper surfaces of bridge slabs, bridge support slabs, median and sidewalk slabs and culvert top slabs constructed using Class S Concrete (Standard Specification Item No. 403S, "Concrete for Structures") interim curing using a Type 1-D curing compound shall be applied as soon as possible after application of the evaporation retardant and after the water sheen has disappeared, but no more than 45 minutes after application of the evaporation retardant. Membrane interim curing shall be applied using a work bridge or other approved apparatus to ensure a uniform application. Final curing with water cure in accordance with this section shall start as soon as possible without damaging the surface finish. Water curing shall be maintained for the duration noted in the table above. Polyethylene sheeting, burlap-polyethylene blankets, laminated mats or insulating curing mats shall be placed in direct contact with the slab when the ambient temperature is expected to drop below 40°F (4°C) during the first 72 hours of the curing period. The curing materials will be weighed down with dry mats to maintain direct contact with the concrete and to provide insulation against cold weather. Supplemental heating or insulation may be required in cold and wet weather if the insulating cotton mats become wet or if the concrete temperature drops below the specified curing temperature. Application of heat directly to concrete surfaces shall be avoided.

For the top surface of any concrete unit upon which concrete is to be placed and bonded at a later date (i.e. stub walls, risers, etc.), only water-cure in accordance with this Section shall be used.

All other concrete shall be cured as specified in pertinent Items.

The following methods are permitted for curing concrete subject to the restrictions of this Item .

A. Form Curing

When forms are left in intimate contact with the concrete, other curing methods will not be required except for exposed surfaces and for cold weather protection.

When forms are striped before the 4-day minimum curing time has elapsed, curing shall continue by an approved method.

B. Water Curing

All exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet the requirements for concrete mixing water as indicated in Item No. 403S, "Concrete for Structures". Seawater will not be permitted. Water, which stains or leaves an unsightly residue, shall not be used.

1. Wet Mats

Wet cotton mats placed in direct contact with the slab shall be maintained for the required curing time. If needed damp burlap blankets made from 9-ounce (255 gm) stock may be placed on the damp concrete surface for temporary protection prior to the application of the cotton mats, which may be placed dry and wetted down after placement.

The mats shall be weighted down adequately to provide continuous contact with all concrete surfaces where possible. The surfaces of the concrete shall be kept wet for the required curing time. Surfaces, which cannot be cured by contact, shall be enclosed with mats, anchored positively to the forms or to the ground, so that outside air cannot enter the enclosure. Sufficient moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet.

2. Water Spray

This method shall consist of overlapping sprays or sprinklers that keep all unformed surfaces continuously wet.

3. Ponding

This method requires the covering of the surfaces with a minimum of 2 inches (50 mm) of clean granular material, kept wet at all times or a minimum of 1 inch (25 mm) depth of water. Satisfactory provisions shall be made to provide a dam to retain the water or saturated granular material.

C. Membrane Curing

Unless otherwise indicated on the drawings, either Type 1-D or Type 2 membrane curing compound may be used where permitted except that Type 1-D (Resin Base Only) will be permitted for slab concrete in bridge decks and top slabs of direct traffic culverts and all other surfaces that require a higher grade of surface finish. For substructure concrete, only one Type of curing compound will be permitted on any one structure.

TABLE 5

	REQUIRED		PERMITTED	
STRUCTURE UNIT DESCRIPTION	**Water for Complete Curing**	**Membrane for Interim Curing**	**Water for Complete Curing**	**Membrane for Complete Curing**
1. Upper surfaces of Bridge Roadway, Median and Side walk Slabs, Top Slabs of Direct Traffic, and Culverts.	X	X (resin base)		
2. Top Surface of any Concrete Unit upon which Concrete is to be placed and bonded at a later interval (Stub Walls, Risers, etc.). Other Super-structure Concrete (curbs, wing-walls, Parapet Walls, etc.).	X		*X	*X
3. Top Surface of Precast and/or Pre-stressed Piling.	X	X		
4. All Substructure Concrete Culverts. Box Sewers, Inlets, Manholes, Retaining Walls, Riprap.			*X	*X

* Polyethylene Sheeting, Burlap-Polyethylene Mats or Laminated Mats in close intimate contact with the concrete surfaces, will be considered equivalent to water or membrane curing for items under 4.

The membrane curing shall be applied just after free moisture has disappeared in a single, uniform coating at the rate of coverage recommended by the manufacturer and as approved by the Engineer or designated representative, but not less than 1 gallon per 180 square feet (1 liter per 4.4 square meters) of area. Tests for acceptance shall be at this specified rate.

Membrane curing shall not be applied to dry surfaces, but shall be applied just after free moisture has disappeared. Formed surfaces and surfaces which have given a first rub shall be dampened and shall be moist at the time of application of the membrane.

When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane, which is damaged, shall be corrected immediately by reapplication of membrane. Polyethylene sheeting, burlap-polyethylene mats or laminated mats in close intimate contact with the concrete surfaces, will be considered equivalent to membrane curing. Unless otherwise indicated on the drawing, the choice of membrane type shall be at the option of the Contractor, except that the Engineer or designated representative may require the same curing method for like portions of a single structure.

410S.24 Removal of Forms and Falsework

Unless otherwise indicated on the drawing, forms for vertical surfaces may be removed when the concrete has aged 12 hours after initial set, provided it can be done without damage to the concrete. Forms for mass concrete placements shall be maintained in place for 4-days following concrete placement. Mass placements are defined as concrete placements with a least dimension greater than equal to 5 ft. (1.575 meters), or those designated as such on the drawings.

Forms for inside curb faces may be removed in approximately 3 hours provided it can be done without damage to the curb.

Unless indicated otherwise on the drawings weight supporting forms and falsework spanning more than 1 ft. (300 mm) for structures, bridge components and culvert slabs shall remain in place until the concrete has attained a minimum compressive strength of 2500 psi (17.25 MPa). Forms for other structural components may be removed as specified by the Engineer or designated representative.

Inside forms (walls and top slabs) for inlets, box culverts and sewers may be removed after the concrete has attained a minimum compressive strength of 1800 psi (12.4 MPa), provided an overhead support system, approved by the Engineer or designated representative, is used to transfer the weight (mass) of the top slab to the walls of the box culvert or sewer before the support provided by the forms is removed.

If all test cylinders made for the purpose of form removal have been broken without attaining the required strength, forms shall remain in place for a total of 14 curing days.

The above provisions relative to form removal shall apply only to forms or parts thereof which are constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

Remove all metal appliances used inside forms for alignment shall be removed to a depth of at least ½ in. (13 mm) from the concrete surface. The appliances shall be manufactured to allow the removal without undue chipping or spalling of the concrete, and so that it leaves a smooth opening in the concrete surface when removed. Rods, bolts and ties shall not be burned-off.

Backfilling against walls of Type I or Type II cement shall not take place for a minimum of 7 days. Backfilling against walls of Type III cement shall not take place until the cylinder compressive strength has reached 3000 psi (20.7 MPa) or the wall has cured for 5 days.

All forms and falsework shall be removed unless indicated otherwise on the drawings.

410S.25 Defective Work

Any defective work discovered after the forms have been removed shall be repaired as soon as possible in accordance with "Finishing Exposed Surfaces", below.

If the surface of the concrete is bulged, uneven or shows excess honeycombing or form marks, which in the opinion of the Engineer or designated representative, cannot be repaired satisfactorily, the entire section shall be removed and replaced at the expense of the Contractor.

410S.26 Finishing Exposed Surfaces

A. Ordinary Surface Finish

An Ordinary Surface Finish shall be applied to all concrete surfaces either as a final finish or preparatory to a higher grade or class of finish. Higher grades and classes of finish shall conform to Item No. 411S, "Surface Finishes for Concrete". Where neither a grade or class of finish is specified, an Ordinary Surface Finish only, will be required.

Ordinary Surface Finish shall be provided as follows:

1. After formal removal, all porous, honeycombed areas and spalled areas shall be corrected by chipping away all loose or broken material to sound concrete.
2. Featheredges shall be eliminated by saw-cutting and chipping spalled areas to a depth at least ½ in. (13 mm) deep perpendicular to the surface. Shallow cavities shall be repaired using a latex adhesive grout, cement mortar or epoxy grout approved by the Engineer or designated representative. If judged repairable by the Engineer or designated representative, large defective areas shall be corrected using concrete or other material approved by the Engineer or designated representative.
3. Holes and spalls caused by removal of form ties, etc., shall be cleaned and filled with latex adhesive grout, cement mortar or epoxy grout approved by the Engineer or designated representative. Only the holes shall be filled. The patch shall not be blended with the surrounding concrete. On surfaces to receive a rub finish in accordance with Standard Specification Item No. 411S, “Surface Finishes for Concrete” the exposed parts of metal chairs shall be chipped out to a depth of 1/2 inch (13 mm) and the surface repaired.
4. All fins, runs, drips or mortar that will be exposed shall be removed from surfaces. Form marks and chamfer edges shall be smoothed by grinding and/or dry rubbing.
5. Grease, oil, dirt, curing compound, etc., shall be removed from surfaces requiring a higher grade of finish. Discolorations resulting from spillage or splashing of asphalt, paint or other similar material shall be removed.
6. Repairs shall be dense, well bonded and properly cured and when made on surfaces, which remain exposed and do not require a higher finish, shall be finished to blend with the surrounding concrete.

Unless otherwise indicated on the drawings Ordinary Surface Finish shall be the final finish for the following exposed surfaces:

1. inside and top of inlets,
2. inside and top of manholes,
3. inside of sewer appurtenances,
4. inside of culvert barrels,
5. bottom of bridge decks between beams or girders,
6. vertical and bottom surfaces of interior concrete beams or girders.

B. Rubbed Finish

In general, the following areas shall require a rubbed finish and shall receive a first and second rubbing:

1. The top, exterior and roadway facia of curbs and parapet walls.
2. All concrete surfaces of railing.
3. The exterior vertical facia of slab spans, rigid frames, arches and box girders.
4. The outside and bottom surfaces of facia beams or girders (except precast concrete beams).

5. The underside of overhanging slabs to the point of juncture of the supporting beams.
6. All vertical surfaces of piers, columns, bent caps, abutments, wing walls and retaining walls which are exposed to view after all backfill and embankments is placed.
7. Exposed formed surfaces of inlet and outlet structures on culverts, transition structures, headwalls and inlets.
8. Such other surfaces specified elsewhere to receive a rubbed finish and such additional surfaces required by the Engineer or designated representative to receive a rubbed finish.

After removal of forms and as soon as the mortar used in pointing has set sufficiently, surfaces to be rubbed shall be wet with a brush and given a first surface rubbing with a medium coarse carborundum stone. This rubbing shall be done before the concrete has cured more than 48 hours.

The second rubbing shall present a cleaned uniform appearance free from drip marks and discoloration. It shall be given with a No.30 carborundum stone or an abrasive of equal quality.

If the Contractor elects to use epoxy paint in lieu of the second rubbings the Contractor may do so upon approval of the Engineer or designated representative.

C. Special Surface Finishes

Striated, exposed aggregate and other special surface finishes shall conform to Standard Specification Item No. 411S, "Surface Finishes for Concrete" and/or with the requirements indicated on the drawings.

410S.27 Measurement and Payment

No direct measurement or payment will be made for the work to be done or the equipment to be furnished under this item, but shall be included in the unit price bid for the item of construction in which this item is used.

End

SPECIFIC CROSS REFERENCE MATERIALS
Standard Specification Item 410S, “Concrete Structures”

City of Austin Standard Specification Items

Designation	Description
Item No. 360S	Concrete Pavement
Item No. 401S	Structural Excavation and Backfill
Item No. 403S	Concrete for Structures
Item No. 406S	Reinforcing Steel
Item No. 411S	Surface Finishes for Concrete
Item No. 413S	Cleaning and/or Sealing Joints and Cracks (PC Concrete)
Item No. 425S	Prestressed Concrete Structures

U.S. Department of Commerce Voluntary Product Standard, PS 1

American Concrete Institute

Designation	Description
ACI 347	Guide to Formwork for Concrete

American Society for Testing and Materials (ASTM)

Designation	Description
ASTM D-994	Preformed Expansion Joint Filler for Concrete (bituminous Type)
ASTM D-1751	Prefprmed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D-1752	Prefprmed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

Texas Department of Transportation: Departmental Material Specifications

Designation	Description
DMS-4640	Chemical Admixtures for Concrete
DMS-4650	Hydraulic Cement Concrete Curing Materials and Evaporation Retardants"
DMS-6100	Epoxy and Adhesives
DMS-6160	Waterstops, Nylon Reinforced Neoprene Sheet, and Elastomeric Pads
DMS-6310	Joint Materials and Fillers

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-436-A	Measurement of Texture Depth by the Sand Patch Method
Tex-440-A	Initial Time-of-Set of Fresh Concrete

RELATED CROSS REFERENCE MATERIALS
Standard Specification Item 410S, "Concrete Structures"

American Society for Testing and Materials, ASTM

Designation	Description
A 36/A 36M	Carbon Structural Steel
A 82	Steel Wire, Plain, for Concrete Reinforcement
A 185	Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
A 496	Steel Wire, Deformed, for Concrete Reinforcement
A 497	Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
A 615/A 615M	Deformed and Plain Billet-steel Bars for Concrete Reinforcement
A 675/A 675M	Steel Bars, Carbon, Hot-Wrought, Special Quality, Mechanical Properties
A 706/A 706M	Low- Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
A 775/A 775M	Epoxy-Coated Reinforcing Steel Bars
A 884/A 884M	Epoxy-Coated Steel Wire and Welded Wire Fabric For Reinforcement
A 934/A 934M	Epoxy-Coated Prefabricated Reinforcing Steel Bars
A 996/A 996M	Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
D3963/D3963M	Fabrication and Jobsite Handling of Epoxy-coated Reinforcing Steel Bars

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-739-I	Sampling and Testing Epoxy Coated Reinforcing Steel

City of Austin Standard (Details)

Designation	Description
Standard 406S-1	Reinforced Steel Tolerances

Texas Department of Transportation: Departmental Material Specifications

Designation	Description
DMS 8130	Epoxy Powder Coating for Reinforcing Steel

City of Austin Standard Specification Items

Designation	Description
Item No. 404S	Pneumatically Placed Concrete
Item No. 407S	Fibrous Concrete
Item No. 414S	Concrete Retaining Walls
Item No. 420S	Drilled Shaft Foundations

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

Designation	Description
Item No. 360	Concrete Pavement
Item No. 420	Concrete Structures
Item No. 421	Hydraulic Cement Concrete
Item No. 422	Reinforced Concrete Slab
Item No. 423	Retaining Walls
Item No. 440	Reinforcing Steels

Item No. 411S
Surface Finishes for Concrete

411S.1 Description

This item shall govern the furnishing of all materials and the application by the methods of construction indicated on the Drawings for the application of a surface finish to concrete.

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

411S.2 Submittals

The submittal requirements of this specification item include:

A. Type and manufacturer of cement(s).

B. Type and manufacturer of membrane curing compound.

C. Type and manufacturer of adhesive grout.

D. Type and manufacturer of resin paint.

E. Samples as requested.

F. Locations of proposed grade/class of finishes.

411S.3 Materials

(1) Masonry Sand

Masonry sand shall conform to ASTM C 144.

(2) White Cement

White cement shall conform to ASTM C 150.

(3) Portland Cement

All cement unless otherwise indicated shall be Portland cement conforming to ASTM C 150.

Portland cement manufactured in a cement kiln fueled by hazardous waste shall be considered as an approved product if the production facility is authorized to operate under regulation of the Texas Natural Resource Conservation Commission (TNRCC) and the U. S. Environmental Protection Agency (EPA). Supplier shall provide current TNRCC and EPA authorizations to operate the facility.

(4) Membrane Curing

Membrane curing shall conform to Item No. 409S, "Membrane Curing".

(5) Adhesive Grout

This subsection sets forth the requirements for three epoxy adhesives with different viscosities designed to bond fresh Portland Cement concrete to existing Portland Cement concrete, hardened concrete to hardened concrete and steel to fresh or hardened concrete. These adhesives are as follows:

Type V: Standard (medium viscosity) for applying to horizontal and vertical surfaces. This material is suitable for surface sealing of fine cracks in concrete.

Type VI: Low viscosity for application with spray equipment to horizontal surfaces.

Type VII: Paste consistency for overhead application and where a high buildup is required. This material is suitable for surface sealing of cracks in concrete, which are veed out prior to sealing, and for grouting of dowel bars where clearance is 1/16 inch (1.6 mm) or less.

(a) Mixing Ratio: The ratio of resin and hardener components to be mixed together to form the finished adhesive shall be either 1 to 1 or 2 to 1 by volume.

Any specific coloring of resin and/or hardener components desired will be stated by the Engineer or designated representative.

Fillers, pigments and thixotropic agents. All fillers, pigments and/or thixotropic agents in either the epoxy resin or hardener component must be of sufficiently fine particle size and dispersed so that no appreciable separation or settling will occur during storage.

Any fillers present in the low viscosity version must be of such a nature that they will not interfere with application by spray equipment or abrade or damage such equipment.

The concrete adhesive shall contain no volatile solvents.

(b) Consistency: The adhesives shall comply with the following:

	Type V	Type VI	Type VII
Viscosity of mixed adhesive 77° ± 1°F, (25° ± -17°C) Poises	400 Maximum	150 Maximum	must be sufficiently fluid to apply by trowel or spatula without difficulty
Pot Life at 77°F (25°C), minutes minimum - 30			
Set Time at 77°F (25°C) (Time required to attain 180 psi (1.3 mPa), hours maximum - 12			

Thixotropy test shall be performed at both 77° and 120° F (25° and 49° C). Average thickness of cured adhesive remaining on test panel, mils minimum.

Type V	Type VII
30	45

Samples of the individual components in sealed containers shall be maintained at 115° + 3° F (46° + -16° C) for 2 weeks. The mixed adhesive prepared from these samples must still comply with the minimum thixotropy requirements.

The viscosity of the Type V and Type VI versions must not show an increase of more than 20 percent compared with the viscosity prior to the stability test. The

Type VII adhesive must still be sufficiently fluid to apply by trowel or spatula without difficulty.

(c) Physical Properties of the Cured Adhesive

Property	**Requirements**
Adhesive Shear Strength, psi, (mPa), minimum	2200 (15)
Water Gain, percent by weight, maximum	0.20
Ability to bond fresh Portland cement concrete to cured Portland cement concrete psi, (mPa), minimum (7 days cure time)	400 (2.8)

(6) Synthetic Resin Paint

Type X Epoxy: This is a high solids epoxy coating designed for application by brush or roller. The materials can also be applied by airless spray by addition of a maximum of 5 percent toluene solvent at the direction of the Engineer or designated representative.

Raw Materials: The basic raw materials to be incorporated into this coating are listed below, along with the specific requirements for each material. The final decision as to the quality of materials shall be made by the Engineer or designated representative. After the Engineer or designated representative has approved the brand names of raw materials proposed by the Contractor, no substitution will be allowed during the manufacture without prior approval of the Engineer or designated representative.

Epoxy Resin: The basic epoxy resin used in the formulation shall be an unmodified liquid resin conforming to the following chemical and physical requirements:

Viscosity at 25.0 + 0.1 C, cps	7,000 to 10,000
Weight per epoxy equivalent, gms per gm - mole	175 to 195
Color (Gardner Number), maximum	5
Hydrolyzable chlorine, maximum % by weight	0.2
Specific gravity, 25/25 degrees	1.14. to 1.18

Test methods to be used in determining these qualities are listed below:

(a) Viscosity - Test for Kinematic Viscosity (ASTM Designation: D 445).

(b) Weight per Epoxy Equivalent - Test for Epoxy Content of Epoxy Resins (ASTM Designation: D 1652).

(c) Color - Test for Color of Transparent Liquids (Gardner Color Scale) (ASTM Designation: D 1544).

(d) Hydrolyzable Chlorine - Test for Hydrolyzable Chlorine Content of Liquid Epoxy Resins (ASTM Designation D: 1726).

(e) Specific Gravity - Method of Test for Density of Paint, Varnish, Lacquer and Related Products (ASTM Designation: D 1475).

Pigment

Titanium Dioxide: The titanium dioxide used in this formulation shall be equivalent to DuPont R-900. This shall be a pure, chalk-resistant, rutile titanium dioxide meeting the requirements of ASTM D 476, Type III.

Extender: The extender used in this formulation shall be Nyad 400, manufactured by Interpace Pigments. Specific requirements are as follows:

Particle size distribution	Minimum	Maximum
Minus 20 microns, percent by weight	95	
Minus 10 microns, percent by weight	70	80
Minus 5 microns, percent by weight	40	50
Minus 3 microns, percent by weight	30	40
Minus 1 micron, percent by weight	14	20
Oil Absorption (rub out, lbs/100 lbs)		25 maximum
Brightness (G.E.)	92.5 minimum	

411S.4 Grade of Finish

(1) General

The grade and/or class of finish shall be as described herein and as indicated.

"Grade" of finish designates the areas to which a higher finish is to be applied beyond the requirements of an Ordinary Surface Finish. Four grades of finish are included herein.

"Class" of finish designates the materials or the process to be used in providing the grade of finish. Three classes of finish are included herein.

For structures and surfaces not described herein under grade of finish, a class of finish only may be indicated. Where neither a grade nor class is specified, an Ordinary Surface Finish only will be required as specified in Item No. 410S, "Concrete Structures".

Where the plans specify a grade and class of finish, i.e., Grade II, Class C, only that type of finish shall be furnished.

Where the plans specify a grade of finish only, i.e., Grade I Finish, any of the classes of finish may be furnished. Only one class of finish shall be furnished on any individual structure, twin structures or on structures in close proximity to each other, except as specified for prestressed concrete members below.

(2) Grade I

The following areas shall receive a Class A, B or C (two rub) Finish, except that prestressed members shall receive either a Class A or B Finish only.

All concrete surfaces of railing, including the parapet types; exterior vertical faces of slabs, slab spans, arches and box girders; the outside and bottom surfaces of fascia beams or girders (including prestressed members); the underside of overhanging slabs to the point of juncture of the supporting beam; all exposed vertical surfaces of

bents and piers and bottom surfaces of bent caps; all exposed surfaces of tie beams, abutments, bridge wingwalls, culvert headwalls and wingwalls and retaining walls exposed to view after all backfill and is placed.

Unless otherwise indicated, the underside of the slab of slab spans shall be finished its entire width.

Unless otherwise indicated, exposed surfaces of pump houses and other miscellaneous concrete surfaces shall receive a Class A, B or C (one rub) Finish.

(3) Grade II

All concrete surfaces of railing, including the parapet types, all exposed surfaces of bridge wingwalls and the exterior vertical faces of slabs and slab spans shall receive a Class A, B or C (two rub) Finish. All other surfaces described under Grade I Finish shall receive a Class A or B finish only. The underside of slab spans shall receive an Ordinary Surface Finish only.

(4) Grade III

All concrete surfaces of railing, including the parapet types, all exposed surfaces of bridge wingwalls and the exterior vertical faces of slabs shall receive a Class A, B or C (two rub) Finish. All other surfaces described under Grade I Finish shall receive an Ordinary Surface Finish.

(5) Grade IV

The top and roadway faces only of all concrete railing, including the parapet types and bridge wingwalls shall receive a Class A, B or C (one rub) Finish. All other surfaces described under Grade I shall receive an Ordinary Surface Finish.

411S.5 Class of Finish

The Class of Finish designates either an adhesive grout material, a paint-type material or a rubbing process applied to surfaces specified in "Grade of Finish", as required above and/or as indicated.

Unless otherwise indicated the color shall be concrete gray.

(1) Class A

This finish shall consist of an adhesive grout textured coating with a minimum 1/16 inch thickness, composed of 1 part white cement, 1 part natural (gray) cement, 2 parts masonry sand, 1 part (latex) emulsion and enough water to form a viscous slurry of a consistency that may be applied by spray gun, brush or roller without appreciable running or sagging. The proportions of white and gray cement may be varied slightly to obtain the desired color.

Gradation of the masonry sand shall be as required to produce a texture satisfactory to the Engineer or designated representative.

Prepackaged materials meeting these requirements and acceptable to the Engineer or designated representative as to color, texture and appearance will be permitted.

(2) Class B

The finish shall be a paint-type material, consisting of a synthetic resin, containing fibrous as well as texturing pigments, which when applied by a 1 coat spray application at the rate of 45 + 5 square feet per gallon (15.9 + 1.9 square meters per liter) will yield an acceptable textured coating. Certification by the manufacturer of the above materials will be required.

(3) Class C

This finish shall consist of a one rub or two rub system, as the case may be, meeting the requirements set forth below under "Construction Methods".

411S.6 Approval of Surface Finishing Materials

The material to be furnished shall meet the requirements of TxDoT Specification DMS-8110, Structural Coatings, latest revision.

In addition to the above, the manufacturer shall furnish the following:

(1) At the time of original request for approval of the surface furnishing material, the manufacturer shall supply a 1-gallon (3.8 L) sample of the material to the Engineer or designated representative, if requested.

(2) Each 6 months after approval of the material, the manufacturer shall furnish a notarized certification indicating that the material originally approved has not been changed or altered in any way. Any change in formulation of a surface finish shall require retesting prior to use.

The Engineer or designated representative may request additional information to be submitted such as infrared spectophotometry scan, solids content, etc., for further identification. A change in formula discovered by any of the tests prescribed herein or by other means and not reported and retested, may be cause to permanently bar the manufacturer from furnishing surface finish materials for City work.

The City reserves the right to perform any or all of the tests required by this specification as a check on the tests reported by the manufacturer. In case of any variance the City tests will govern.

411S.7 Construction Methods

Prior to application of any of the finishes required herein, concrete surfaces shall be given an Ordinary Surface Finish. For Class A and B materials, concrete surfaces shall be clean and free of dirt, grease, curing compound or any other bond breaking substance. Class A shall be applied on moistened surfaces but Class B requires a dry surface. The temperature of the atmosphere, concrete and compound shall be above 50°F (10°C) for Classes A and B at the time of application. The finished surfaces shall be protected against rain or freezing for a period of 24 hours after application.

Class A materials shall be applied by spraying, by roller or by brush. Class B materials shall be applied by spraying only. All applications shall provide an acceptable texture of the proper coverage.

The Class A and B material shall be applied after all preparation work required by Ordinary Surface Finish has been completed.

The Class C Finish shall be performed with a carborundum stone as follows, after all preparatory work required by Ordinary Surface Finish has been completed:

For a two-rub system, the first rubbing shall bring the wetted concrete face to a paste and produce a smooth dense surface without pits, form marks or other irregularities. The use of cement or grout to form the paste will not be permitted. Striping with a brush and washing after the first rubbing will not be required. Chamfer lines shall be finished during the second rubbing.

The first rubbing shall be done soon after form removal. Membrane curing, if used, shall be applied after the first rub is complete. Prior to the second rubbing, any remaining curing membrane shall be removed from the surface by brushing, buffing or other satisfactory methods.

The second rubbing shall be performed when conditioning the structure for final acceptance. The specified surfaces shall be cleaned of drip marks and discolorations and given a final rubbing. The surface shall be striped neatly with a brush and the paste allowed to take a reset, after which the surfaces shall be washed with clean water leaving them with a neat and uniform appearance and texture.

For a one rub system, the rubbing requirements shall be the same as for the first rub above, except chamfer lines shall be finished and the paste spread uniformly, striped with a brush and allowed to take a reset after which the surfaces shall be washed with clean water leaving them with a neat and uniform appearance and texture.

411S.8 Special Surfaces Finishes

(1) General

When special surface finishes are required for retaining walls, panels, copings or similar construction, the Contractor shall prepare sample panels for approval of the finish and the method of application. Unless otherwise indicated, panel or pattern arrangement and dimensions may be varied to achieve a more pleasing appearance or to utilize forming material more efficiently when approved by the Engineer or designated representative. Aggregates, materials, variation of panel or pattern arrangement, dimensions and other features affecting the work shall be approved prior to start of the work.

(2) Striated Finish

The striated (grooved) pattern shall be as indicated or as approved by the Engineer or designated representative.

The finish shall be made by lining the forms with striated sheets of plywood, plastic, fiberglass, metal or other material acceptable to the Engineer or designated representative. The striations on the panels shall be of a smooth, wide pattern, not sharp or angular.

A chamfer groove shall be used along all edges of each panel. All ties, bolts or other forming accessories shall be located along the chamfer grooves or panel edges.

(3) Exposed Aggregate Finish

(a) Structural Concrete

Exposed aggregate panels may be either raised, recessed or as indicated with the sides of each panel chamfered as directed by the Engineer or designated representative.

The aggregate used for this finish shall be approved by the Engineer or designated representative. Unless otherwise indicated, aggregate shall conform to the grading requirements of Grade 2 aggregate except that a minimum of 50 percent shall be retained on the ¾-inch (19 mm) sieve. Gravel of predominately rounded particles shall be used, except that when indicated or approved by the Engineer or designated representative in writing, crushed stone may be used. The aggregate shall be large enough to remain firmly anchored in the face of the final product. The depth shall be 1/4-inch (6.4 mm) minimum to 1/2-inch (12.7 mm), unless otherwise indicated or directed by the Engineer or designated representative.

A surface retarder that penetrates the concrete approximately 1/4 inch (6.4 mm) shall be applied to the forms or concrete surface as an aid in achieving the desired finish. Wood forms may require 2 or 3 coatings to compensate for absorption. Form joints shall be taped or caulked to prevent escape of the retarder during placing operations.

Treated form surfaces shall be protected from sun and rain while exposed to the atmosphere. In case of high humidity or if rain has dampened the forms prior to placing concrete, a reapplication of the surface retarder may be required to provide uniform coverage of the retarder on the forms.

Adjacent areas of fresh concrete not requiring exposed aggregate finish shall be protected when the retarder is applied.

The finish shall be obtained by sandblasting, bush hammering, water blasting or other methods, as approved by the Engineer or designated representative. Horizontal surfaces may be finished by a combination of brushing and washing, but only after the concrete has set sufficiently to prevent loosening of the aggregate.

Unless otherwise directed by the Engineer or designated representative, forms for surface requiring exposed aggregate finish shall be removed 12 to 15 hours after concrete placement. The exposed aggregate operation shall be accomplished immediately after form removal. Except for the time required for obtaining the exposed aggregate finish, curing of all surfaces shall be maintained for the minimum 4 day curing time. All surfaces shall be either water cured or may be cured with an approved clean membrane compound. If water curing is used, it shall be followed by a clear membrane curing compound conforming to Item No. 409S, "Membrane Curing".

Care shall be taken to ensure proper vibration at all points of concrete placement to prevent honeycomb or segregation of the materials. Vibration shall be done in such a manner as to provide adequate penetration of previously placed concrete lifts. Care shall be taken to prevent contact of the vibrator with the face form.

(b) Sidewalks

When exposed aggregate surfaces are required for sidewalks, driveways and/or medians, the coarse aggregate shall consist of particles with at least 40 percent crushed faces. Uncrushed gravel, polished aggregates and clear resilient

coatings are not acceptable. Grade 5 coarse aggregates shall be used for exposed aggregate finishes for sidewalks, driveways and/or medians.

411S.9 Measurement and Payment

No direct measurement or payment will be made for the work to be done, the equipment or materials to be furnished under this item, but shall be included in the unit price bid for the item of construction in which this item is used.

End

SPECIFIC Cross Reference Materials
Standard Specification Item No. 411S, " Surface Finishes for Concrete"

City of Austin Standard Specification Items

Designation	Description
Item No. 410S	Concrete Structures

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
DMS-8110	Coatings for Concrete

American Society for Testing and Materials (ASTM)

Designation	Description
C 144	Aggregate for Masonry Mortar
C 150	Portland Cement
D 445	Kinematic Viscosity of Transparent and Opaque Liquids
D 476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
D 1475	Standard Test Method for Density of Liquid Coatings, Inks and Related Products
D 1544	Standard Test Method for Color of Transparent Liquids (Gardner Color Scale)
D 1652	Standard Test Method for Epoxy Content of Epoxy Resins
D 1726	Standard Test Method for Hydrolyzable Chloride Content of Liquid Epoxy Resins

RELATED CROSS REFERENCE MATERIALS
Specification Item No. 411S, " Surface Finishes for Concrete"

City of Austin Standard Specification Items

Designation	Description
Item No. 403S	Concrete for Structures
Item No. 410S	Concrete Structures
Item No. 411S	Surface Finished for Concrete

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Item No. 413S
Cleaning and/or Sealing Joints and Cracks (Portland Cement Concrete)

413S.1 Description

This item shall govern the cleaning and/or sealing of joints and cracks in either new or existing Portland cement concrete pavements and bridge decks in conformance with the requirements herein and the details indicated on the Drawings or as established by the Engineer or designated representative.

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

413S.2 Submittals

The submittal requirements of this specification item include:

A. Sealant Type (Rubber-Asphalt, Polymer Modified Emulsion, Low Modulus Silicone or Polyurethane), Class and method of application (crack sealing, joint sealing, etc),
B. Manufacturer recommendations concerning the use of primer and backer rod
C. Manufacturer recommended equipment and procedures for preparation, dispensing, application, curing etc of the sealant, and
D. Manufacturer certification that the product to be supplied meets or exceeds the specifications,
E. Listing of the equipment proposed for the Work.

413S.3 Materials

Joints and/or cracks shall be sealed with the type and/or class of materials indicated on the Drawings. The materials shall conform to the requirements of TxDoT Specification Item No. 433S, “Joint Sealants and Fillers” and TxDoT Departmental Materials Specification No. DMS 6310, “Joint Sealants and Seals”.

Primers, if required, shall be as recommended by the manufacturer of the sealant. Backer rods, when required, shall be compatible with the sealant and shall not react with or bond to the sealant.

The sealing compound shall be delivered in the manufacturer's original sealed containers. Each container shall be legibly marked with the name of the manufacturer, the trade name of the sealer, the manufacturer's batch number or lot, the pouring temperature, and the safe heating temperature.

413S.4 Equipment

All equipment shall be in accordance with the sealant manufacturer’s recommendations. Air compressors shall be equipped with appropriate filters for removing oil and water from the air.

Any equipment, that damages dowels, reinforcing steel, Portland cement concrete, base, subbase or subgrade in the process of cleaning the joints and/or cracks, shall be discontinued and the joint and/or crack shall be cleaned by other methods approved by the Engineer or designated representative, which do not cause such damage.

413S.5 Construction Methods

Equipment, tools and machinery recommended for proper prosecution of the Work shall be on the project and shall be approved by the Engineer or designated representative prior to the initiation of the joint and/or crack cleaning and sealing operations.

A. Joint and Crack Preparation.

The bonding surface of cracks and joints shall be cleaned of infiltrated material, saw cuttings or other foreign material. All material removed from joints and cracks shall be removed from the paved surface of the roadway.

No sealing of any joints or cracks shall be done when the joints or cracks are damp, unless drying of the joints and cracks with compressed air can be demonstrated and meets with the approval of the Engineer or designated representative.

1. Joint Preparation.

The joints shall be cleaned with filtered compressed air or other methods approved by the Engineer or designated representative. Unless noted otherwise on the Drawings, hand tools, air guns, power routers, abrasive equipment or other equipment may be used to clean the joints. Where indicated on the Drawings, the joint sealant space shall be resized by sawing to the width and depth shown on the Drawings to accommodate the type of sealant specified.

2. Crack Preparation.

Unless indicated otherwise on the Drawings, the crack shall be grooved initially at the surface so that a reservoir of rectangular cross section is provided for the sealant. The grooves shall be cut to the dimensions shown on the Drawings. The devices that are used for grooving, such as diamond blade random cut saws, random-crack grinders, etc., shall be capable of following the path of the crack without causing excessive spalling or other damage to the concrete.

B. Joint and Crack Sealing

The sealant shall be installed in accordance with the manufacturer's recommended procedure. The joint and/or crack surfaces shall be surface dry unless recommended otherwise by the manufacturer of the sealant.

The surface temperature at the time of the sealing operation shall not be less than 40°F (4.5^{o}C).

The minimum depth of sealant shall be ½ inch (12.5 mm) or a depth recommended by the sealant manufacturer and the top of the sealant shall be located 1/8 to ¼ inch (3 to 6.5 mm) below the adjacent pavement surface.

1. Primer.

If required, the primer shall be applied as soon as possible after cleaning is accomplished. The primer shall be applied uniformly at the rate recommended by the sealant manufacturer. The primer shall be applied to exposed metal surfaces before new corrosion begins and shall be allowed to cure for a minimum of thirty (30) minutes, but no longer than eight (8) hours prior to the application of the sealant, unless sealant manufacturer recommendations indicate otherwise.

2. Backer Rods.

   Backer rods shall be used to pr4event a fluid type sealant from flowing through the joint and crack and to retain the sealant at its required elevation. The application and use of backer rod shall be as recommended by the sealant manufacturer and approved by the Engineer or designated representative.

413S.6 Measurement

Accepted work performed under this item shall be included in other pay items and will not be measured and paid for unless a separate pay item is provided in the contract bid form documents.

If a pay item is included in the contract documents, acceptable work for "Cleaning and/or Sealing Joints and Cracks" shall be measured by the lineal foot (meter: 1 meter equals 3.281 feet) of sealant in place.

If a pay item is included in the contract documents, acceptable work "Cleaning and/or Sealing Joints and Cracks" shall be measured by the pound (kilograms: 1 kilogram equals 2.205 pounds).

413S.7 Payment

When included as a pay item in the contract documents, the work performed and materials furnished as provided by this item and measured in accordance with Article 413S.6, "Measurement", will be paid for at the appropriate unit bid price bid. The unit bid prices shall include full compensation for cleaning and, if necessary, grooving and/or sawing the crack/joint; furnishing, hauling and placing primer and backer rod, if necessary; furnishing, heating, hauling, and placing the crack/joint sealer; all freight involved and all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

Payment, when included as a contract pay item, will be made under:

Pay Item No. 413S-A: _____	Sealer	Per Lineal Foot.
Pay Item No. 413S-B: _____	Sealer	Per Pound of Sealer Used.

End

SPECIFIC Cross Reference Materials
Item No. 413S, "Cleaning and/or Sealing Joints and Cracks (Portland Cement Concrete)"

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

Designation	Description
Item No. 433S	Joint Sealants and Fillers
Item No. 438	Cleaning and/or Sealing Joints and Cracks (Portland Cement Concrete)

Texas Department of Transportation: Departmental Materials Specifications

Designation	Description
DMS 6310	Joint Sealants and Seals

RELATED Cross Reference Materials

City of Austin Standard Specifications

Designation	Description

Item No. 301S Asphalts, Oils and Emulsions
Item No. 313S Cleaning and/or Sealing Joints and Cracks (Asphaltic Concrete)

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

Designation	Description
Item No. 300	Asphalts, Oils and Emulsions
Item No. 352	Cleaning and/or Sealing Joints and Cracks (Asphaltic Concrete)

Item No. 700S
Mobilization

700S.1 Description

This item shall govern the mobilization of personnel, equipment and materials at the work site for other contract items that will be performed by the Contractor. Mobilization shall include, but not be limited to the movement of equipment, personnel, material, supplies, etc. to the Work site; the installation of temporary facilities (when not paid for separately) and the establishment of office and other necessary facilities prior to the initiation of the Work. The cost of the Payment Bond and Performance Bond on the Work that is delayed due to circumstances beyond Contractor's control, a closed construction season or for the convenience of the City of Austin will be considered part of the mobilization item under this Contract.

700S.2 Measurement.

Measurement of the Specification Item, "Mobilization", as specified herein as "Total Mobilization Payment", will be by the "Lump Sum", as the Work progresses.

700S.3 Payment.

The adjusted contract amount as used below is defined as the original contract amount less the lump sum bid for Mobilization and any payments for materials or equipment not yet incorporated in the Work. The Contractor shall submit a lump sum amount for Payment Item No. 700S-TM, "Total Mobilization Payment".

"Initial Mobilization Payout" as used below is defined as:

1. 8% of the original contract amount for projects with an original contract amount of $ 0.5 million or less; or
2. 4% of the original contract amount for projects with an original contract amount greater than $ 0.5 million.

In those instances where the "Initial Mobilization Payout", as defined above, exceeds the "Total Mobilization Payment" lump sum bid item (i.e. Payment Item No. 700S-TM), the "Total Mobilization Payment" shall be used as the "Initial Mobilization Payout". In no instance shall the "Initial Mobilization Payout" exceed the "Total Mobilization Payment" bid item.

Partial payments of the "Initial Mobilization Payout" shall be as follows:

A. Upon presentation of a paid invoice for the Payment Bond, Performance Bond and/or required insurance, the Contractor will be paid that cost from the amount bid for "Total Mobilization Payment".

B. The Mobilization of tunnel boring machines, batch plants or other similar facilities, along with supporting materials and equipment, to the work site or to the vicinity of the Work site will be considered as partial Mobilization under this contract. The Contractor shall provide a certified statement of the Contractor's

expenditure for the Mobilization and setup of the facility and supporting equipment. Upon approval by the Engineer or designated representative, the certified expenditure will be paid from the amount bid for the Specification Item, “Total Mobilization Payment”. In no case shall the combined amount for all of these facilities be more than 10 percent of the Mobilization “Total Mobilization Payment" lump sum bid or one (1) percent of the total contract amount, whichever is less.

C. When one (1) percent of the adjusted contract amount is earned, 50 percent of the "Initial Mobilization Payout” will be paid. Previous payments under this item will be deducted from this amount.

D. When five (5) percent of the adjusted contract amount is earned, seventy-five (75) of the "Initial Mobilization Payout” will be paid. Previous payments under this item will be deducted from this amount.

E. When ten (10) percent of the adjusted contract amount is earned, one hundred (100) percent of the "Initial Mobilization Payout” will be paid. Previous payments under this item will be deducted from this amount.

F. Payment for the remainder of Pay Item No. 700S-TM, “Total Mobilization Payment” will be made upon receipt of the final pay estimate.

Payment will be made under:

Pay Item No. 700S-TM: **"**Total Mobilization Payment" Lump Sum

END

RELATED CROSS REFERENCE MATERIALS
Specification 700S, “MOBILIZATION”

City of Austin Standard Contract Documents

Designation	Description
00020	Invitation for Bids
00100	Instructions To Bidders
00300	Bid Form
00425	Insurance Cost Form
00500	Agreement
00610	Performance Bond
00620	Bid Bond
00650	Certificate of Insurance
00700	General Conditions
00810	Supplemental General Conditions
00820	Modifications to Bidding Requirements & Contract Forms
01010	Summary of Work
01300	Submittals
01500	Temporary Facilities
01550	Public Safety and Convenience
01700	Contract Closeout
01710	Final Cleaning

Item No. 802S
Project Signs

802S.1 Description

This item shall govern furnishing, fabricating, erecting, maintaining and removing Project Signs on Capital Improvement Projects (C.I.P.), Bond Program Projects and for project identification at other construction sites, when required on the Drawings. The C.I.P. signs shall be constructed in accordance with Standards 802S-1, 802S-1A, 802S-2, 802S-2A, 802S-2B and 804S-5 or as indicated on the Drawings.

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

802S.2 Materials

A. Sign Face

Sign face shall be manufactured on standard exterior waterproof plywood sheets or other suitable material approved by the Engineer or designated representative. Unless indicated otherwise on the Standard Details or Drawings, the thickness of the plywood sheet shall be a minimum of ¾ inches (19 mm).

B. Posts

Lumber posts, of the size indicated on the Standard Details or on the Drawings, shall be pressure treated with pentachlorophenol.

C. Paint

Exterior oil base paint, colors as indicated on the Standard Details or on the Drawings.

D. Decals for Capital Improvement Projects and Bond Program Projects

City seal shall be in color using the 4 color process. Electronic images, in EPS format, are available from the Public Works Website (http://www.ci.austin.tx.us/publicworks/techspecs.htm) for downloading.

802S.3 Installation

The signs shall be erected at each major entrance to the project for maximum public identification and exposure. At locations where construction is confined to a specific area, the installed sign size shall be 4 x 8 foot (1.2 x 2.4 meter). At locations where C.I.P. roadway construction is in progress, such as a street paving or construction of a sidewalk, the sign shall be 2 x 3 foot (0.2 x 0.8 meter). Signs for Bond Program Projects shall be 3 x 4 foot (0.9 x 1.2 meters).

The signs shall be posted on portable wood frames or stanchions and will be located in the proximity of the work area as construction progresses. All lumber shall be painted with 2 coats of paint as indicated herein, on the Standard Details or in the Drawings.

In special cases the size of the sign may be changed to meet special requirements, but general proportions shall be maintained.

It shall be the responsibility of the Contractor to maintain and relocate signs, if necessary during the progression of the project. Care shall be exercised to assure that placement of the signs does not interfere with or cause sight obstruction to vehicular and pedestrian traffic.

For projects located on a street with curb and gutter, signs shall be installed no closer than 2 feet (0.6 meter) from the face of curb on the street.

For projects located on a street without curb and gutter, signs shall be installed no closer than 6 feet (1.8 meters) from the edge of street pavement.

The Contractor may install, at the Contractor's own expense, company signs to identify the Contractor, architectural firm, etc. Signs are to be securely attached to the posts at locations indicated on the Drawings and shall not be larger than 18 x 36 inches (0.45 x 0.90 meter).

802S.4 Measurement

The CIP contract and/or Bond Program, signs shall be measured by either lump sum or per each.

802S.5 Payment

The work performed and the materials furnished as prescribed by this item shall be paid for by lump sum or per each price bid only. The 'lump sum' bid or 'per each' price bid shall include full compensation for all work performed and all materials furnished in constructing, transporting, maintaining and removing the signs as specified on the Drawings and as directed by the Engineer or designated representative.

Payment will be made under one of the following:

Pay Item No. 802S-A C.I.P.: C.I.P. Project Signs	Lump Sum.
Pay Item No. 802S-B C.I.P.: C.I.P. Project Sign	Per Each.
Pay Item No. 802S-A BOND: Bond Project Signs	Lump Sum.
Pay Item No. 802S-B BOND: Bond Project Sign	Per Each.

End

SPECIFIC CROSS REFERENCE MATERIALS
Specification Item No. 802S, "Project Signs"

City of Austin Standard Details

Designation	Description
Item No. 802S-1	2.4 m x 1.2 m (8'x4') C. I. P. Building Project Sign
Item No. 802S-1A	2.4 m x 1.2 m (8'x4')Bond Program Building Project Sign
Item No. 802S-2	600 mm x 900 mm (24" x 36")C. I. P. Movable Sign Type II
Item No. 802S-2A	600 mm x 900 mm (24" x 36")Joint C. I. P. Movable Sign Type II
Item No. 802S-2B	900 mm x1.2 m (36" x 48") Bond Program Project Movable Sign Type II
Item No. 804S-5	Typical CMTA / C.I.P. Sign Locations

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SPECIAL PROVISION
To Standard Specification Item 403S (dated 09/26/12)
Concrete for Structures

For this project, 403S (dated 09/26/12), "Concrete for Structures", 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 Specification are waived or changed.

1. **Section 403S.2 Submittals**, Make the following modifications:

   The submittal requirements of this specification item shall include the following:

   A. Mix Design option(s) for each class of concrete required for the project

   B. The supplier of the concrete mix design(s) and type of mixing equipment

   C. Product information and material certificates for the cementitious materials and admixtures to be used with each concrete mix

   D. Material Test Reports indicating compliance of the aggregate materials with the requirements of this specification

   E. Concrete Test Cylinder Laboratory Reports

      1. Conduct tests as per test procedures ASTM C31 and C39 for Compression Test.

      2. When Portland cement concrete (other than high-early-strength concrete) is used, test minimum of two standard 6-inch by 12-inch cylinders at 7 days and minimum of two 6-inch by 12-inch cylinders at 28 days for each 25 yards of concrete placed, for each day's placement, or for each structure, whichever results in more cylinders.

      3. When high-early-strength concrete is used, test a minimum of two standard 6-inch by 12-inch cylinders at 3 days and minimum of two 6-inch by 12-inch cylinders at 7 days for each 25 cubic yards of concrete placed, for each day's placement, or for each structure, whichever results in more cylinders. Minimum strengths normally required at 7 and 28 days will be required at 3 and 7 days, respectively.

      4. Submit written results to Engineer and Contractor no later than four days after tests are performed; verbal results – pass or fail - within two days.

      5. Failure to Meet Specifications:

         a) Concrete failing to meet specifications will be rejected.
         b) Should a 7-day (normal cement) or 3-day (high-early cement) test fail to meet established strength requirements, extended curing, or resumed curing, may be required.
         c) CONTRACTOR to strengthen structures, or replace portions thereof, which fail to meet established strength requirements, at CONTRACTOR's expense.
         d) Test cores, when required, to be in accordance with procedures of ASTM C42, at no additional cost to OWNER.

2. **Section 403S.4 Storage of Materials,** Delete the reference to "Section 13" in Subparagraph D and replace it with a reference to "Section 14".

3. **Section 403S.6 Mix Design,** In the Subparagraph beginning with “The mix design …”, delete the words “Table 5” and insert the words “ Table 6”.

4. **Section 403S.7 Consistency and Quality of Concrete,** In the Subparagraph beginning with “When control of concrete quality…”, delete the reference to “Table 4” and replace with a reference to “Table 5”.

End

SPECIAL PROVISION
To Standard Specification Item 406S (dated 09/26/12)
Reinforcing Steel

For this project, 406S (dated 09/26/12), "Reinforcing Steel", 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 Specification are waived or changed.

1. **Section 406S.2 Submittals**, Delete Subparagraph B and insert the following:

   B. Shop Drawings for Reinforcing Steel shall detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

2. **Section 406S.3 Materials**, Delete the line in Subparagraph B that states "ASTM A615/615M, Grades 40 or 60 (300 or 420)" and insert the following:

   ASTM A615/615M, Grade 60 (420)

3. **Section 406S.3 Materials**, Delete the line in Subparagraph B that states "ASTM A996/996M, Grades 40 or 60 (300 or 420)" and insert the following:

   ASTM A996/996M, Grade 60 (420)

4. **Section 406S.3 Materials**, Delete the line in Subparagraph C that states "Smooth bars that are greater in diameter than a No. 3 (10 mm) designation shall conform to ASTM A615 or meet the physical requirements of ASTM A36."

5. **Section 406S.3 Materials**, Add the following to Subparagraph G:

   Mechanical couplers shall develop at least 125-percent of the specified yield strength of the bar, in tension or compression, as applicable.

6. **Section 406S.3 Materials**, Delete Subparagraph H and its associated table and insert the following:

   H. Chairs and Supports
   All accessories shall be in accordance with the CRSI's "Manual of Standard Practice," latest edition. Bar supports for concrete surfaces exposed to weather, water, soil, or high humidity shall be fabricated from stainless steel or plastic. For concrete surface applications that are not exposed to weather or corrosive conditions, may provide bar supports manufactured from steel wire with plastic coated feet. For slab-on-grade reinforcing, provide bar supports manufactured from stainless steel, plastic, or precast concrete blocks of equal or greater compressive strength as the concrete being poured.

7. **Section 406S.5 Tolerances**, Insert the following additional text at the end of the paragraph:

   Fabricate reinforcing according to CRSI's "Manual of Standard Practice", latest edition.

8. **Specific Cross Reference Materials**, insert the following reference:

Concrete Reinforcing Steel Institute, CRSI

Designation	Description
MSP-1	Manual of Standard Practice

End

SPECIAL PROVISION
To Standard Specification Item 410S (dated 09/26/12)
Concrete Structures

For this project, 410S (dated 09/26/12), "Concrete Structures", 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 Specification are waived or changed.

1. **Section 410S.2 Submittals**, Delete the Subparagraph beginning with "Contractor's formwork plan…", and replace with the following:

   Prior to any construction, submit Monolith Drawings, in part or full, as directed by the Engineer. Drawings, in either two dimensions or isometric, shall clearly identify, locate, and dimension the following:

   a. Control, construction, contraction, and expansion joints.
   b. All rebar layouts associated with joint locations.
   c. Embedded items.
   d. All concrete penetrations.
   e. Waterstops.
   f. Key elevations.
   g. Electrical conduit.
   h. All other items located in or passing through concrete.

2. **Section 410S.3 Materials**, Delete Subparagraph "F. Waterstop", and replace with the following:

   F.Waterstops

   a. Manufactured from virgin PVC compound and containing no scrap or reclaimed material. Acceptable waterstops are PVC Ribbed Profiles as manufactured by Sika Greenstreak, 3400 Tree Court Industrial Blvd, St. Louis, MO 63122 or equal to the following types:

      1) Non-expansion Joints: Flat, ribbed, minimum .375" thick, 6-inch width (unless noted otherwise on the Plans) with provided method to secure waterstop prior to pour. Style Number 679 or approved equal.
      2) Expansion Joints: Center-bulb, ribbed, minimum .375" thick, 9-inch width (unless noted otherwise on the Plans) with provided method to secure waterstop prior to pour. Style Number 718 or approved equal.
      3) Special waterstops shall be as shown on the Drawings.

3. **Section 410S.3 Materials**, Delete Subparagraphs:

   - C. Latex.
   - J. City of Austin Survey Monuments.
   - K. Epoxy.

4. **Section 410S.4 General Requirements**, Add the following subparagraph to the end of the section:

   Sequence of Pouring Operations: When construction requires the placement of concrete in successive pours, Contractor is to submit sketch and schedule for pouring sequence. Schedule and sequence is to allow a minimum of two days (48 hours) curing of adjacent concrete on all sides prior to placing new concrete in contact with previously placed concrete.

5. **Section 410S.8 Foundation and Substructure**, Delete course aggregate grades 2 and 3 in the subparagraph beginning with "Concrete for foundation seals…"

6. **Section 410S.8 Foundation and Substructure**, In the subparagraph beginning with "Where a concrete seal…", delete the sentence "If the foundation concrete can be placed in the dry at the time of construction, the seal will not be required." Replace with the following sentence:

   Concrete seal slabs shall be used where they are shown on the drawings, regardless of the presence or lack of water at the time of construction.

7. **Section 410S.9 Falsework**, Delete the four subparagraphs beginning with the following sentences:

   - "Falsework, which cannot…"
   - "In general, each…"
   - "In setting falsework…"
   - "When the falsework…"

8. **Section 410S.10 Forms**, Modify Subparagraph B Timber Forms as follows:

   - In the subparagraph beginning with "Metal form ties…", add the following:

     Tapered form ties are acceptable for use.

   - In the subparagraph beginning with "All metal appliances…" and the subparagraph beginning with "Any wire ties…", change the depth to which metal appliances and wire ties shall be removed from 1/2 inch (13 mm) to 2 inches (52 mm).

9. **Section 410S.10 Forms**, Delete Subparagraph D. Form Supports for Overhang Slabs.

10. **Section 410S.12 Placing Concrete**, In subparagraph A. General, delete the entire paragraph beginning with "Exposed concrete surfaces, while…".

11. **Section 410S.12 Placing Concrete**, In Subparagraph C. Placing Temperature, delete the paragraph that states "The height of freefall of concrete shall be limited to 5 feet (1.575 meters) to prevent segregation". This subject is addressed elsewhere in the specification.

12. **Section 410S.12 Placing Concrete**, In subparagraph E. Handling and Placing, add the following:

    Tremies shall be used for placing concrete in walls greater than 10-inches thick.

13. **Section 410S.14: Placing Concrete in Hot Weather**, Add the following Subparagraph:

    Reinforcing steel, steel beam flanges, and other surfaces in contact with concrete to be cooled to below 85°F by means of water spray or other approved methods.

14. **Section 410S.17 Placing Concrete in Concrete Arches**, Delete this section in its entirety.

15. **Section 410S.19 Placing Concrete in Foundations and Substructure**, Delete the two subparagraphs beginning with the following sentences:

    - "Placing of concrete footings…"
    - "All temporary wales…"

16. **Section 410S.23 Curing Concrete**, In the subparagraph beginning with "All concrete shall…", delete "4 curing days" and replace with "7 curing days".

17. **Section 410S.24 Removal of Forms and Falsework**, Modify as follows:

    "A. Unless otherwise indicated on the drawings, forms for vertical surfaces shall not be removed until the concrete has cumulatively cured for at least 48 hours after initial set, provided it can be done without damage to the concrete. This provision applies to the sides of beams, walls, and columns.

    B. Forms for beam soffits, joists, slabs, and other similar structural elements must remain in place for at least 7 days or until the concrete has achieved at least 75-percent of its 28-day design compressive strength.

    C. If all concrete cylinders made for the purpose of form removal have been tested without attaining the required strength, forms shall remain in place for a minimum of 14 curing days.

    D. Remove all metal appliances used inside of forms for alignment to a depth of at least 2 inches from the concrete surface. The appliances shall be manufactured to allow their removal without undue chipping or spalling of the concrete. Appliances shall leave a smooth opening in the concrete surface when removed. Rods, bolts, and ties shall not be burned-off.

18. **Section 410S.26 Finishing Exposed Surfaces**, To Subparagraph A, Item 3, add the following sentences:

    Prior to filling the holes created by tapered form ties, install tight-fitting waterproof plugs in each hole to seal the voids. Plugs shall be sized to fit and function within the middle third of the wall. After installing plugs, fill the holes with non-shrink grout at both sides of the wall.

19. **Specific Cross Reference Materials**, insert the following reference:

    American Concrete Institute, ACI

Designation	Description
ACI 302.1R	Guide for Concrete Floor and Slab Construction

End

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