AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

C-16-145A-07-19

AGREEMENT made as of the 19th day of **July** in the year **2016**
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

RG Enterprises LLC, a Texas limited liability company, d/b/a G&G Contractors LLC
5125 South U.S. Highway 281
Edinburg, Tx 78539
Telephone No. (956) 283-7040
Fax No. (956) 929-1567

for the following Project:
Hidalgo County Precinct No. 4 - Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center (CRC) Project (located at the corner of SH 107 and Sunflower Road, Edinburg, TX)

The Architect:
(Name, legal status, address and other information)
Mata-Garcia Architects, LLP
1314 West Ivy Avenue
McAllen, TX 78501
(956) 631-1945
(956) 631-1968

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

3:00 FILED
AT ____ O'CLOCK P M
AUG 08 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY ____ DEPUTY

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be stated on the Notice to Proceed to be given by Owner to Contractor.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified in Article 3 for Substantial Completion until the work is substantially complete.

§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **one hundred twenty (120) days** from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See section 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Two Hundred Twenty Eight Thousand Seven Hundred Forty Seven Dollars and Thirty Nine Cents ($ 228,747.39),** subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Allowances	
Contingency Allowance	$10,000.00
TOTAL AMOUNT	$10,000.00

§ 4.5 **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the Owner may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.**

Init.
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(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner and Architect may require. This schedule, unless objected to by the Architect or the Owner shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five Percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit "C";

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five Percent(5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C".

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C".

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C"; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed and approved by the Owner.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all of the Contractor's bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C", unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C", the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C".

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C".

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

The legal rate established by the Texas Government Code, currently Section 2251.025, as amended.

§ 8.3 The Owner's representative:
(Name, address and other information)
Hidalgo County Commissioner's Court and Hidalgo County Precinct No. 4, as referenced in the AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner, in Section 2.1.1. as authorized representatives.

§ 8.4 The Contractor's representative:
(Name, address and other information)
Rene Garza, Owner
RG Enterprises LLC d/b/a G&G Contractors
5125 South US Hwy. 281
Edinburg, TX 78552

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Telephone No. (956) 283-7040
Fax No. (956) 283-7040

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as modified by Owner and attached hereto as Exhibit "C".

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit "C".

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	04/07/16	3

, which is attached hereto as part of Exhibit A.

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Exhibit 'A' Bid Form and Addenda 1
2. Exhibit 'B' Project Manual (Specifications)
3. Exhibit 'C' AIA A201-2007, General Conditions of the Contract for Construction, as modified by the Owner.
4. Exhibit 'D' Form of Notice to Proceed
5. Exhibit 'E' Certificate of Insurance
6. Exhibit 'F' Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C".
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C").

This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

HIDALGO COUNTY

By: Ramon Garcia
OWNER *(Signature)*

Ramon Garcia, County Judge
(Printed name and title)

RG ENTERPRISES LLC
d/b/a **G&G CONTRACTORS LLC**

By:
CONTRACTOR *(Signature)*

Rene Garza, Owner
(Printed name and title)

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By:
(Signature)

Stephen L. Crain
(Printed name and title)

7/19/16

APPROVED BY
COMMISSIONERS' COURT
ON:

ATTEST:

(Signature)

Arturo Guajardo Jr., County Clerk
(Printed name and title)

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

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EXHIBIT A

SECTION 00300

BID FORM

PROJECT: 2016-145-04-13-MSS (Landscaping/Structural and Irrigation Construction for the San Carlos Community Resource Center Project.

PLACE: Hidalgo County Purchasing Department, Hidalgo County New Administration Building, 2802 South Business Hwy. 281, (Southeast of Canton Road and Business 281), Edinburg, Texas.

DATE: April 13, 2016

TIME: 3:00 PM

TO: Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Hidalgo County Purchasing Department

1. Pursuant to and in compliance with the Invitation for Bid and the proposed contract documents dated March 18, 2016; Mata+Garcia Architects LLP to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, for the following sum of money:

   A. BID: Landscaping: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), by the date set forth by the general contractor as the completion date of the project.

   One hundred three thousand sixty-four dollars and twenty cents DOLLARS($ 103,064.20)

   B. BID: Retaining Wall: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), add the following amount:

   Sixty thousand seven hundred twenty-one dollars and seventy-two cents DOLLARS($ 60,721.72)

   C. BID: Irrigation System: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), deduct the following amount:

   Sixty -four thousand nine hundred sixty-one dollars and fourty-seven cents DOLLARS($ 64,961.47)

   D. BID TOTAL: for items A, B and C listed above: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), add the following amount.

   Two hundred twenty-eight thousand seven hundred fourty-seven dollars and thirty-nine cents

   DOLLARS($ 228,747.39)

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance coverage, with the Owner for the entire work as per the Contract Documents within ten (10) days after the Notice of Award. It is agreed that his proposal is subjected to the owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a Certificate Check or Bidders Bond in the amount of $ 5% of bid amount in compliance with the specifications requirements. (5% of highest amount proposed.) The above check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance are not within the time set forth above.

4. Extra Work:
The undersigned agrees that should any change in the work or extra work be ordered, the allowance for overhead and profit contained shall be as scheduled below, but in no case shall it exceed 15%. The following applicable percentages shall be added to the extra work cost as defined by Article 12 of the General Conditions.
   A. Allowance to the Contractor for overhead and profit for extra work provided by his own forces 15 %
   B. Allowance to the Contractor for overhead and profit for extra work provided by a subcontractor and supervised by the contractor 15 %

5. The undersigned agrees to the following:
   A. To furnish all labor and materials as shown and specified.
   B. To complete the base bid including anticipated delay days due to inclement weather or muddy ground conditions in 120 calendar days.(Completion date as set by General Contractor.)
   C. To work 5 days per week.
   D. To start work 10 days after notice of award of contract.

6. Receipt is acknowledged of the following addends:
   No. 1 Date: 4/7/2016
   No. _____ Date: _____

7. The Bidder attests and affirms that he and his subcontractors are skilled experienced in the use and interpretation of plans, specifications addenda, and related bid documents and has found them to be free of conflict and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils repairs and the site of the work, and through his own personal observations has satisfied himself as to the nature, location and requirement of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his proposal solely on these documents and personal observation and has not relied in any way explanation or interpretation and or written from any source other than those written and issued by the Architect/Engineer.

8. The Bidder agrees that the owner has the right to accept or reject any or all bids and to waive all informalities.

9. The undersigned bidder, by signing and executing this bid, certifies and represents to the County of Hidalgo that Bidder has not offered, conferred or agreed to confer any pecuniary benefits, as defined by TEX. PENAL CODE ANN. S218, or any other thing or value, as consideration for the receipt of information or any specs treatment or advantage relating to this proposal; the Bidder also certifies, and presents, that the Bidder has not offered, conferred or agreed to confer any penicuniary benefit or other thing conferred of value as consideration not authorized by the law, the Bidder also certifies and represents that proposer has not received any information not available to other Bidders so as to give the undersigned a preferential advantage with respect to this bid; the

Bidder further certifies and represents that Bidder has not violated any state, federal or local low, regulation or ordinance relating to bribery, improper influence, collusion or that the Bidder will not, in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the County of Hidalgo in return for the person having exercised the person's official discretion, power or duty with respect to this proposal, the Bidder certifies and represents that is has now, and will not in the future, offer, confer, or agree to confer a pecuniary benefit or other thing of value of any officer, trustee, agent, or employee of the County of Hidalgo in connection with information regarding this bid; the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Respectfully submitted;

Proposer RG Enterprises, LLC dba G&G Contractors
Name of Firm

Signed by: _____

Address 5125 S. US Hwy 281
Edinburg, Tx 78539

Name: Rene Garza

Title: Owner

Date: 4/13/2016

Phone No: 956-283-7040

Fax No: 956-283-7040

(Seal if bidder is a corporation.)

Please complete and attach the Breakdown Bid Forms

END OF SECTION

San Carlos Community Center
Hidalgo County, Texas
Bid Tab

				G&G Contractors		Southern Landscapes	
1.0	**General Items**	**Qty**	**Unit**	**Cost/Unit**	**Cost**	**Cost/Unit**	**Cost**
1.1	Mobilization/Demobilization	1	LS	$2,460.00	$2,460.00	$5,000.00	$5,000.00
1.2	Sod Drip & Spray Irrigation Areas	3,142	SY	$3.75	$11,782.50	$4.50	$14,139.00
1.3	Landlok 450 Reinforcement Matting	383	SY	$4.86	$1,861.38	$14.00	$5,362.00
1.4	Moss Boulders	7	EA	$153.75	$1,076.25	$250.00	$1,750.00
1.5	4" Mexican Beach Pebbles on Filter Fabric	19.4	SY	$756.45	$14,675.13	$95.00	$1,843.00
1.6	1" Limestone on Filter Fabric	95	SY	$20.82	$1,977.90	$20.00	$1,900.00
1.7	Decomposed Granite on Filter Fabric	280	SY	$33.87	$9,483.60	$16.00	$4,480.00
.8	3x5 Rock Rip Rap on Filter Fabric	56	SY	$23.14	$1,295.84	$14.00	$784.00
	Total General Items				$44,612.60		$35,258.00
2.0	**Landscape Improvements**	**Qty**	**Unit**	**Cost/Unit**	**Cost**	**Cost/Unit**	**Cost**
2.1	Install Landscape Beds Complete in Place	1	LS	$43,372.00	$43,372.00	$5,000.00	$5,000.00
2.2	Furnish and Install Plants	1	LS	$10,079.60	$10,079.60	$20,000.00	$20,000.00
2.3	Raised Planting Bed	5	EA	$1,000.00	$5,000.00	$2,500.00	$12,500.00
	Total Landscape Improvements				$58,451.60		$37,500.00
3.0	**Irrigation System Improvements**	**Qty**	**Unit**	**Cost/Unit**	**Cost**	**Cost/Unit**	**Cost**
3.1	XFS Dripline	18,855	LF	$1.75	$32,996.25	$0.90	$16,969.50
3.2	2" Sch 40 PVC	571	LF	$3.15	$1,798.65	$3.00	$1,713.00
3.3	1" Sch 40 PVC	859	LF	$2.43	$2,087.37	$2.00	$1,718.00
3.4	1/2" Sch 40 PVC	342	LF	$2.09	$714.78	$1.75	$598.50
3.5	1" Drip Control Valve & Box	13	EA	$541.20	$7,035.60	$150.00	$1,950.00
6	1.5" Spray Irrigation Control Valve & Box	2	EA	$344.40	$688.80	$250.00	$500.00
3.7	1" Brass Ball Valve	15	EA	$43.05	$645.75	$150.00	$2,250.00
3.8	1/2" Air Release Valve & Box	13	EA	$22.14	$287.82	$80.00	$1,040.00
3.9	1" Flush Valve & Box	13	EA	$24.00	$312.00	$80.00	$1,040.00
3.10	Raised Planter Hose Bib	1	EA	$123.00	$123.00	$350.00	$350.00
3.11	Spray Irrigation Rotors	35	EA	$92.53	$3,238.55	$80.00	$2,800.00
3.12	16 Station Irrigation Controller	1	LS	$2,017.00	$2,017.00	$3,750.00	$3,750.00
3.13	Pump Enclosure & 3'x3' Concrete Pad	1	LS	$3,075.00	$3,075.00	$6,000.00	$6,000.00

Bid Opening: April 13, 2016 at 3:00 PM

San Carlos Community Center
Hidalgo County, Texas
Bid Tab

	Total Irrigation System Improvements				$55,020.57		$40,679.00
4.0	**Make Up Water System Improvements**	**Qty**	**Unit**	**Cost/Unit**	**Cost**	**Cost/Unit**	**Cost**
4.1	2" Sch 40 PVC	40	LF	$3.15	$126.00	$7.00	$280.00
4.2	2" Galvanized Metal Pipe	10	LF	$104.55	$1,045.50	$40.00	$400.00
4.3	2" Control Valve & Box	1	EA	$590.40	$590.40	$350.00	$350.00
4.4	2" Brass Ball Valve	1	EA	$492.00	$492.00	$450.00	$450.00
4.5	Furninsh and Install Floats and Controls	1	LS	$4,305.00	$4,305.00	$1,800.00	$1,800.00
4.6	Misc. Piping and Steel	1	LS	$3,382.00	$3,382.00	$1,500.00	$1,500.00
	Total Make Up Water System Improvements				$9,940.90		$4,780.00
5.0	**Retaining Wall Improvements**	**Qty**	**Unit**	**Cost/Unit**	**Cost**	**Cost/Unit**	**Cost**
5.1	Retaining Wall Two Tier 6' Section	172	LF	$117.76	$20,254.72	$500.00	$86,000.00
5.2	Retaining Wall Single Tier 4' Section	207	LF	$181.00	$37,467.00	$200.00	$41,400.00
5.3	Integral Color Admixture	1	LS	$3,000.00	$3,000.00	$14,000.00	$14,000.00
	Total Retaining Wall Improvements				$60,721.72		$141,400.00
1.0	Total General Items				$44,612.60		$35,258.00
2.0	Total Landscape Improvements				$58,451.60		$37,500.00
3.0	Total Irrigation System Improvements				$55,020.57		$40,679.00
4.0	Total Make Up Water System Improvements				$9,940.90		$4,780.00
.0	Total Retaining Wall Improvements				$60,721.72		$141,400.00
	Total Base Bid				**$228,747.39**		**$259,617.00**

Bid Opening: April 13, 2016 at 3:00 PM

San Carlos Community Center
Hidalgo County, Texas

Revised Bid Form 4-05-2016

1.0	General Items	Qty	Unit	Cost/Unit	Cost
1.1	Mobilization/Demobilization	1	LS	2,460.00	2,460.00
1.2	Sod Drip & Spray Irrigation Areas	3,142	SY	3.75	11,782.50
1.3	Landlok 450 Reinforcement Matting	383	SY	4.86	1,861.38
1.4	Moss Boulders	7	EA	153.75	1,076.25
1.5	4" Mexican Beach Pebbles on Filter Fabric	19.4	SY	756.45	14,675.13
1.6	1" Limestone on Filter Fabric	95	SY	20.82	1,977.90
1.7	Decomposed Granite on Filter Fabric	280	SY	33.87	9,483.60
1.8	3x5 Rock Rip Rap on Filter Fabric	56	SY	23.14	1,295.84
	Total General Items				44,612.60

2.0	Landscape Improvements	Qty	Unit	Cost/Unit	Cost
2.1	Install Landscape Beds Complete in Place	1	LS	43,372.00	43,372.00
2.2	Furnish and Install Plants	1	LS	10,079.60	10,079.60
2.3	Raised Planting Bed	5	EA	1,000.00	5,000.00
	Total Landscape Improvements				58,451.60

3.0	Irrigation System Improvements	Qty	Unit	Cost/Unit	Cost
3.1	XFS Dripline	18,855	LF	1.75	32,996.25
3.2	2" Sch 40 PVC	571	LF	3.15	1,798.65
3.3	1" Sch 40 PVC	859	LF	2.43	2,087.37
3.4	1/2" Sch 40 PVC	342	LF	2.09	714.78
3.5	1" Drip Control Valve & Box	13	EA	541.20	7,035.60
3.6	1.5" Spray Irrigation Control Valve & Box	2	EA	344.40	688.80
3.7	1" Brass Ball Valve	15	EA	43.05	645.75
3.8	1/2" Air Release Valve & Box	13	EA	22.14	287.82
3.9	1" Flush Valve & Box	13	EA	24.00	312.00
3.10	Raised Planter Hose Bib	1	EA	123.00	123.00
3.11	Spray Irrigation Rotors	35	EA	92.53	3,238.55
3.12	16 Station Irrigation Controller	1	LS	2,017.00	2,017.00
3.13	Pump Enclosure and 3'x3' Concrete Pad	1	LS	3,075.00	3,075.00

San Carlos Community Center
Hidalgo County, Texas

Revised Bid Form 4-05-2016

Total Irrigation System Improvements		55,020.57

4.0	Make Up Water System Improvements	Qty	Unit	Cost/Unit	Cost
4.1	2" Sch 40 PVC	40	LF	3.15	126.00
4.2	2" Galvanized Metal Pipe	10	LF	104.55	1,045.50
4.3	2" Control Valve & Box	1	EA	590.40	590.40
4.4	2" Brass Ball Valve	1	EA	492.00	492.00
4.5	Furninsh and Install Floats and Controls	1	LS	4305.00	4305.00
4.6	Misc. Piping and Steel	1	LS	3382.00	3382.00
	Total Make Up Water System Improvements				9940.90

5.0	Retaining Wall Improvements	Qty	Unit	Cost/Unit	Cost
5.1	Retaining Wall Two Tier 6' Section	172	LF	117.76	20,254.72
5.2	Retaining Wall Single Tier 4' Section	207	LF	181.00	37,467.00
5.3	Integral Color Admixture	1	LS	3000.00	3000.00
	Total Retaining Wall Improvements				60,721.72

1.0	Total General Items	$44,612.60
2.0	Total Landscape Improvements	$58,451.60
3.0	Total Irrigation System Improvements	$55,020.57
4.0	Total Make Up Water System Improvements	$9,940.90
5.0	Total Retaining Wall Improvements	$60,721.72
	Total Base Bid	$228,747.39

IRMA H. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
March 25, 2018

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 7, 2016

RE:
ADDENDUM NO.1
FOR BID No.: 2015-145-04-13-MSS
"Landscape/Structural Irrigation Construction for San Carlos Community Resource Center"
Hidalgo County Precinct No. 4

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** In connection with Hidalgo County Precinct No. 4 request for bids for **"Landscape/Structural Irrigation Construction for San Carlos Community Resource Center".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice via email to hector@matagarcia-architects.com and/or marking receipt in your bid form.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at 956-631-1945.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for Hidalgo County Precinct No. 4 **"Landscape/Structural Irrigation Construction for San Carlos Community Resource Center.**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

MLS/yss

I, Rene Garza, acknowledge receipt of ADDENDUM NO. 1 dated, April 7, 2016, for RFB-**Landscape/Irrigation Construction for San Carlos Community Resource Center" for Precinct No. 4.**

Rene Garza
Printed Bidder Name

4/12/16
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

Addendum No. 1

PROJECT: **HIDALGO COUNTY PRECINCT NO.4**
"Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center"
RFB #2016-145-04-13-MSS

BID DATE: **3:00 P.M., WEDNESDAY, APRIL 13, 2016**

ADDENDUM NO. 1:
The following items are included in this addendum:

1. Add attached details, Sheets Att. 01 –Att. 09.
2. Add attached revised bid form (schedule of values).

This addendum is issued to include the items listed above and is made part of the Bid Documents for this Project. Acknowledge receipt of this addendum by signing below and returning with your bid.

I, Rene Garza, acknowledge receipt of ADDENDUM NO. 1 dated 4/7/16

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR BID.

Addendum No. 1 released by
Craig Gonzalez, P.E.
Urban Infrastructure Group, Inc.
Firm No. 13094

By my undersigned seal I am verifying the attached details, sheets Att. 01 – Att. 09.



4-5-2016

MATA garcia
ARCHITECTS L.L.P.

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

Mr. Joseph Palacios
Commissioner for Hidalgo County Precinct 4
County of Hidalgo
1051 North Doolittle Road
Edinburg, Texas 78542

County of Hidalgo: 2016-145-04-13-MSS-Hidalgo County Precinct No. 4 – Landscape / Structural and Irrigation Construction for the San Carlos Community Resource Center Project"

April 28, 2016

Commissioner Palacios:

We recommend that the Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center project contract be offered to G&G Contractors of Edinburg, Texas in the amount of $228,747.39 (Base Bid). Once approved by commissioner's court, we can commence the negotiation phase with G&G Contractors.

We enclose a completed bid tabulation sheet with all of bids offered.

We look forward to working with you and everyone at Precinct 4 to see this project completed.

Regards,

Hector Rene Garcia
Architect / Partner

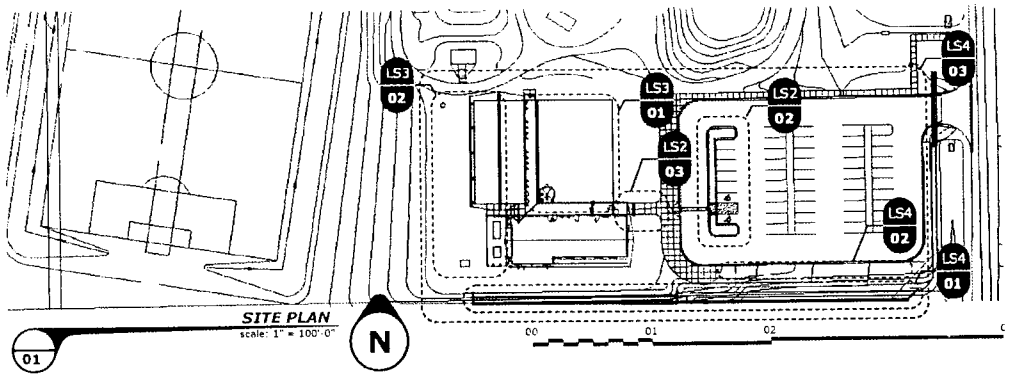
EXHIBIT B

Hidalgo County Precinct No. 4

Landscaping

for the San Carlos Community Resource Center
Edinburg, Texas

County of Hidalgo
2016-145-04-13-MSS
Hidalgo County Precinct No. 4
Request for Bids
"Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project"



Mata+Garcia Architects LLP
Architects
1314 Ivy Avenue
McAllen, Texas 78501

Virtual X-Lab
Landscaping Design
407 North Salinas Blvd.
Donna, Texas 78537

Urban Infrastructure Group, Inc.
Civil Engineering
407 North Salinas Blvd.
Donna, Texas 78537

March 18, 2016

03.31.2016

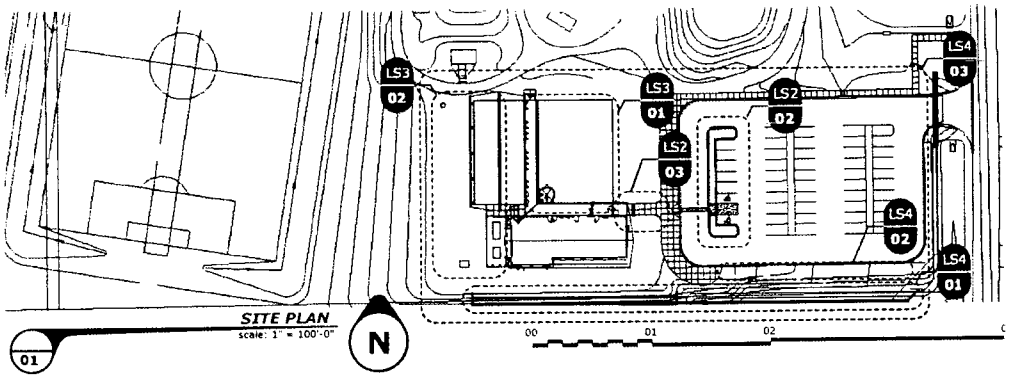
SET No. 2

Hidalgo County Precinct No. 4

Landscaping

for the San Carlos Community Resource Center
Edinburg, Texas

County of Hidalgo
2016-145-04-13-MSS
Hidalgo County Precinct No. 4
Request for Bids
"Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project"



Mata+Garcia Architects LLP
Architects
1314 Ivy Avenue
McAllen, Texas 78501

Virtual X-Lab
Landscaping Design
407 North Salinas Blvd.
Donna, Texas 78537

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407 North Salinas Blvd.
Donna, Texas 78537

March 18, 2016

03.31.2016

SET No. _____

TITLE PAGE

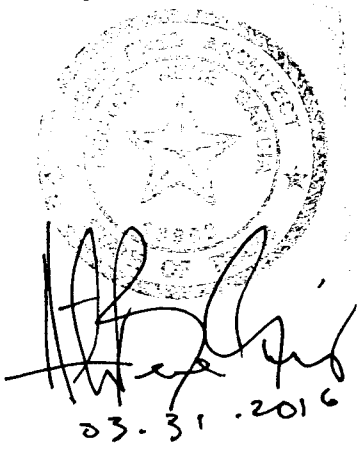
Title and Location of Work:
"Landscaping / Structural and Irrigation Construction for the San Carlos Community Resource Center Project"
Corner of Highway 107 and Sunflower Road
Edinburg, Texas 78539

Name and Address of Owner:
Hidalgo County / Hidalgo County Precinct No. 4
C/O Hidalgo County Purchasing Department
Hidalgo County New Administration Building
2802 South Business Highway 281
(Southeast of Canton Road and Business 281)
Edinburg, Texas 78539

Title of Documents Bound Herewith:
Title Page
Index of Drawings
Table of Contents
Bidding Requirements
Contract Documents

Date: March 18, 2016

Project Number: 201605



INDEX OF DRAWINGS

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S1 FIELD SURVEY OVER CIVIL PLAN

S2 SITE PLAN, RETAINING WALL ELEVATIONS

S3 RETAINING WALL PLAN DETAILS

L1 IRRIGATION PLAN / NOTES

L2 PARTIAL IRRIGATION PLAN / NOTES

L3 DETAILS

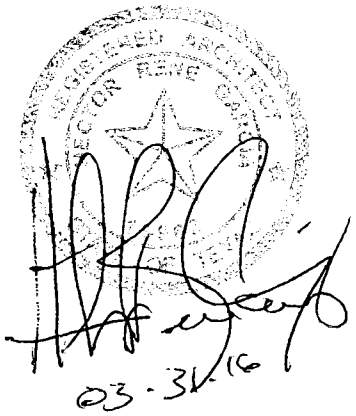
LS04 SITE PLAN / PARTIAL LANDSCAPING PLANS

LS05 PARTIAL LANDSCAPING PLANS

LS06 PARTIAL LANDSCAPING PLANS

LS07 LANDSCAPING DETAILS

E1 PARTIAL ELECTRICAL PLAN



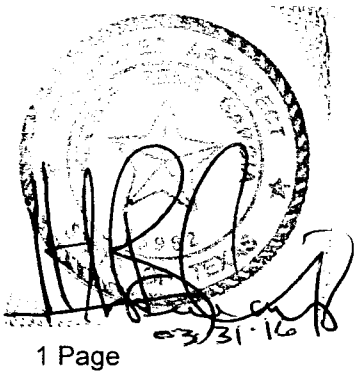


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Exhibit D1, CIQ Conflict of Interest Questionnaire	3 Pages
Exhibit D2, CIS Conflict of Disclosure Statement	3 Page
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Statement of Credentials	5 Pages
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DIVISION FOUR - UNIT MASONRY
NOT USED

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06100	ROUGH CARPENTRY		06100-1 TO 3

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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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NOT USED

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NOT USED

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NOT USED

DIVISION SIXTEEN - ELECTRICAL SYSTEMS
NOT USED

END OF SECTION

PURCHASING DEPARTMENT
County Of Hidalgo

March 28, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT No. 4**
Request for Bids –**"Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project"**
Bid No: 2016-145-04-13-MSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

"FRONT END DOCUMENTS"
FOR:

HIDALGO COUNTY PRECINCT NO. 4
"Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project"
RFB PROJECT NO. 2016-145-04-13-MSS

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6.	Exhibit D2, CIS-Conflict of Disclosure Statement	3
7.	Exhibit E Proposers Afidavit	1
8.	Certification Regarding Debarment	1
9.	Vendor/Bidder Application and W-9 form(s)	6
10.	Statement of Credentials	5
11.	County Forms Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

REQUEST FOR SEALED BIDS
(RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	2016-145-04-13-MSS	-HIDALGO COUNTY PRECINCT NO. 4- "Construction of Parking Lot at San Carlos CRC and Sunflower Park"

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project architect's office: Mata & Garcia Architects, LLC, 1314 W Ivy Avenue, McAllen, TX 78501, Ph. (956) 631-1945 for the amount of $_____ each. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be refundable.

PRE-BID CONFERENCE is scheduled for **Monday, April 04, 2016 at 3:00 P.M.** at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM: -2802 S. Business Hwy 281, Edinburg, TX 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package, and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 P.M. on Wednesday, April 13, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by **March 22, 2016**. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS ON THIS THE 7th DAY OF MARCH, 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 4

-"Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project"

RFB NO: 2016-145-04-13-MSS

Acceptance Date: **APRIL 13th, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4-LANDSCAPE/STRUCTURAL AND IRRIGATION CONSTRUCTION FOR THE SAN CARLOS COMMUNITY RESOURCE CENTER PROJECT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2016-145-04-13-MSS- HIDALGO COUNTY PRECINCT NO. 4-LANDSCAPE/STRUCTURAL AND IRRIGATION CONSTRUCTION FOR THE SAN CARLOS COMMUNITY RESOURCE CENTER PROJECT"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, APRIL 13, 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2016-145-04-13-MSS- HIDALGO COUNTY PRECINCT NO. 4 - LANDSCAPE/STRUCTURAL AND IRRIGATION CONSTRUCTION FOR THE SAN CARLOS COMMUNITY RESOURCE CENTER PROJECT".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY OF PRODUCTS AND SERVICES INSTRUCTIONS (when applicable):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID-2016-145-04-13-MSS- HIDALGO COUNTY PRECINCT NO. 4- "LANDSCAPE/STRUCTURAL AND IRRIGATION CONSTRUCTION FOR THE SAN CARLOS COMMUNITY RESOURCE CENTER PROJECT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) **Contract number** must be indicated on all invoices.
  Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**April 4 , 2016**
Bid Opening,	**3:00 PM**	**April 13 , 2016**
Award of Contract		, 2016
Commence Work or Deliver Products		, 2016

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $100,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any

solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. Disclosure of Conflict of Interest

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. **Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-115), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: moises.salazar@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. ***HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) will be included in packet as Exhibit "D-2" for information purposes. This is to inform all prospective Vendors of the new statue (HB 23), becoming effective on September 01, 2015.

FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY. Should you have any questions regarding HB23, (form CIS) please direct yourself and/or consult with your Legal Counsel.

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this Request for Bid (RFB), in their response (except for the CIQ form if NON APPLICABLE). Failure to provide tis information may result in rejection of the RFB as nonconforming.

BIDDERS ACKNOWLEDGEMENT
Bid
for

HIDALGO COUNTY PRECINCT NO. 4
"LANDSCAPE/STRUCTURAL AND IRRIGATION CONSTRUCTION FOR THE SAN CARLOS COMMUNITY RESOURCE CENTER PROJECT"
BID-2016-145-04-13-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(This page must be submitted in response)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT D-1

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT D-2

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: Yes No Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

_____

_____

_____

_____

_____

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4
"Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project"

RFB PROJECT NO. 2016-145-04-13-MSS

RFB SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered as non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D1 Revised CIQ Form -Copy of County Clerk File Recording fee receipt

_____ Exhibit "E" Proposers Afidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ Statement of Credentials

_____ Submittal Check List

_____ One (1) Original, three (3) Copies of Response.

Signature	Printed Name	Date

DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year 20
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

Fax No. (956)

for the following Project:
Precinct No. 4 -Landscape/Structural and Irrigation construction for the San Carlos Community Resource Center Project

The Architect:
(Name, legal status, address and other information)
Mata-Garcia Architects, LLP
1314 West Ivy Avenue
McAllen, TX 78501
(956) 631-1945
(956) 631-1968

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:
(1515532406)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be stated on the Notice to Proceed to be given by Owner to Contractor.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner Five Hundred Dollars [redacted]) for each day that expires after the time specified in Article 3 for Substantial Completion until the work is substantially complete.

§ 3.2 The Contract Time shall be measured from the date of commencement.

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User Notes: (1515532406)

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See section 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be
($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Allowances	
	$
	$
	$
TOTAL AMOUNT	$

§ 4.5 **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the Owner may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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User Notes:
(1515532406)

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.**
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner and Architect may require. This schedule, unless objected to by the Architect or the Owner shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five Percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit "C";

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five Percent(5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C".

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C".

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C"; and to satisfy other requirements, if any, which extend beyond final payment; and

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.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed and approved by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all of the Contractor's bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C", unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C", the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C".

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C".

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

The legal rate established by the Texas Government Code, currently Section 2251.025, as amended.

§ 8.3 The Owner's representative:

(Name, address and other information)

Hidalgo County Commissioner's Court and Hidalgo County Precinct No. 4, as referenced in the AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner, in Section 2.1.1. as authorized representatives.

§ 8.4 The Contractor's representative:

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(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as modified by Owner and attached hereto as Exhibit "C".

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit "C".

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract

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Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Exhibit 'A' Bid Form and Addenda 1 and 2
2. Exhibit 'B' Project Manual (Specifications)
3. Exhibit 'C' AIA A201-2007, General Conditions of the Contract for Construction, as modified by the Owner.
4. Exhibit 'D' Form of Notice to Proceed
5. Exhibit 'E' Certificate of Insurance
6. Exhibit 'F' Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C".

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C").

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)

This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

HIDALGO COUNTY

By:

OWNER *(Signature)*

Ramon Garcia, County Judge

(Printed name and title)

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP
By:

(Signature)

Stephen L. Crain

(Printed name and title)

By:

CONTRACTOR *(Signature)*

(Printed name and title)

ATTEST:

(Signature)

Arturo Guajardo Jr., County Clerk

(Printed name and title)

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DRAFT

AIA® Document A201™ - 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Hidalgo County Precinct No. 4 Landscape/Structural and Irrigation construction for the San Carlos Community Resource Center Project

THE OWNER:
(Name, legal status and address)
County of Hidalgo
2812 S. Business Hwy 281
Edinburg, TX 78539

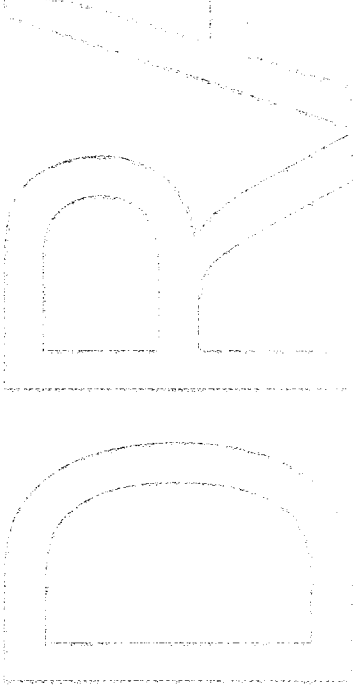
THE ARCHITECT:
(Name, legal status and address)
Mata-Garcia Architects, L.L.P.
1314 West Ivy Avenue
McAllen, TX 78501
(956) 631-1945

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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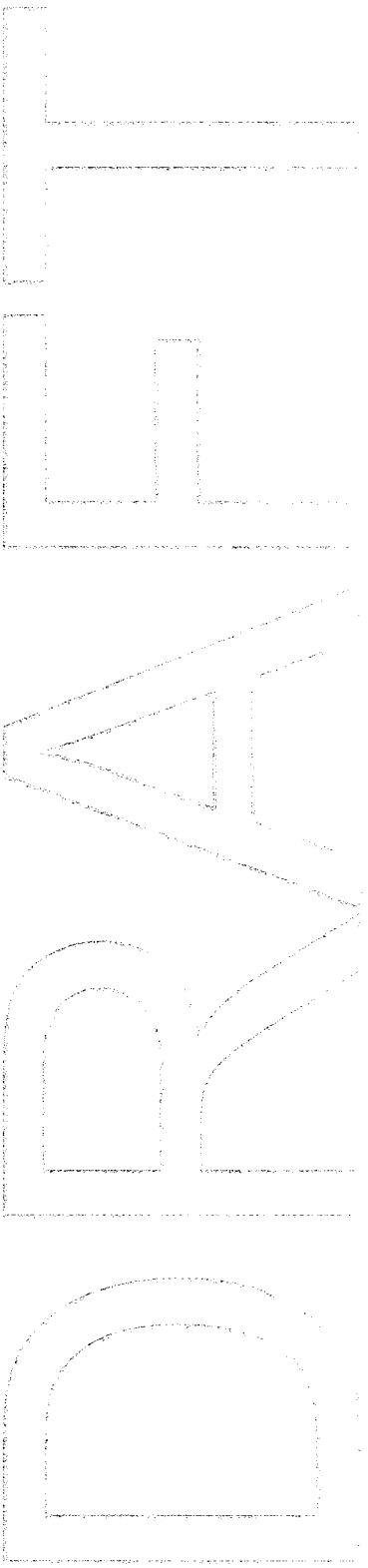
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 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.

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§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to 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 shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

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§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work

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already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be

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shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

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§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they 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, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and

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Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of

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the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall

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furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

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§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder=s risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of

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Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

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ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the

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Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a

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portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Section 3.1.1 of the modified AIA Document A101 – 2007 , Standard Form of Agreement Between Owner and Contractor, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an

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extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to

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such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the

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Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

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

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

.4 Claims for damages insured by usual personal injury liability coverage;

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

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	Minimum Amounts and Limits

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Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11.

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The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the 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 coverage will be based on proper reporting or 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 commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the

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Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of

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insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

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§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

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§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials and equipment;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- **.4** disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);
- **.5** is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or
- **.6** otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required

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adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make

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payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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User Notes: (1682601336)

SECTION 00020

REQUEST FOR BIDS

(Information on the Hidalgo County Request for Bids Page Supersedes Information on this Page)

PROJECT: 2016-145-04-13-MSS Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project

DESCRIPTION OF PROJECT: Landscaping of grounds, retaining walls and irrigation systems.

PROPOSAL DUE DATE: Wednesday, April 13, 2016

TIME: 3:00 P.M.

Sealed Bids for the construction of the project described above will be received by the Hidalgo County Purchasing Department. The bids' due dates and times mentioned above will be received by Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Hidalgo County Purchasing Department, Hidalgo County New Administration Building, 2802 South Business Hwy. 281, (Southeast of Canton Road and Business 281), Edinburg, Texas 78539.

Copies of the Contract Documents, including Plans and Project Manual, Bidding Documents, Conditions of the Contract for Construction and Specifications may be obtained at the office of the Architect, Mata+Garcia Architects LLP, located at 1314 Ivy Avenue, McAllen, Texas, Phone: 956-631-1945, Fax: 956-631-1968. Copies of the Contract Documents are also on file at the local offices of the AGC Plan Rooms and Dodge Plan Rooms. A deposit of $250.00 in cash, check or money order made payable to County of Hidalgo. Deposits will be refunded in full if the complete, undamaged Contract Documents are returned within 5 days of the Bid Date.

A Pre-Bid Conference is schedule for Monday, April 4, 2016 at 3:00 PM at the Hidalgo County Purchasing Department Conference Room (2802 South Business Highway 281, Edinburg, Texas 78539) and then proceeding to the project site (Corner of Hwy. 107 and Sunflower Road, San Carlos, Texas).

A bid bond in the amount of 5% of the largest possible total bid, including consideration of alternates, must accompany each proposal. Bid bonds shall be prepared on AIA form A310, as described in the Project Manual. Failure to provide the bid bond will constitute a non-responsive proposal and the proposal will not be considered. All sites can be made accessible for bidders to inspect. Bidders are encouraged to visit the sites and assess existing conditions.

The successful bidder will be required to provide 100% performance and payment bonds. Failure to do so will result I forfeiture of the 5% bond to County of Hidalgo as liquidated damages. Bonds shall be prepared on AIA Form 312 as described in the Project Manual. No bid may be withdrawn for a period of ninety (90) days.

Project Buyer Contact Information:
Moises Salazar, Buyer III
(956) 292-7000, Ext. 4863
Moises.salazar@co.hidalgo.tx.us

SECTION 00100

INSTRUCTIONS TO BIDDERS

Project: 2016-145-04-13-MSS
Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project
Corner of Hwy 107 and Sunflower Road
Edinburg, Texas 78539

Architects: Mata-Garcia Architects LLP
1314 Ivy Avenue
McAllen, Texas 78501
Tel: 956.631.1945 Fax: 956.631.1968

1. **Receipt and Opening of Bids:**
The Owner invites bids on the form indicated in Section 00300 for the referenced projects. (Copies of this form may be made for bidding purposes.)

The Owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time or the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within Ninety (90) days after the actual date of the opening thereof.

2. **Preparation of Bid:**
Each bid must be submitted on the prescribed form or a copy thereof. All blank spaces for bid prices must be filled in, in ink or type written, in both words and figures. Bid forms may be copied, do not use sample forms bound in the specifications. Each bid must be submitted in a sealed envelope addressed to the Owner and designated "Proposal" bearing on the outside the name of the proposer, his address, the name of the project for which the proposal is submitted and the date and hour of the opening. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the owner at the designated location for the opening of bids. (Refer to Request for Bids page provided by Hidalgo County Purchasing Department.)

3. **Method of Bidding:**
The Owner invites the following bid(s):

BASE BID: All work for the building & all related work as indicated by the Contract Documents.

4. **Qualifications of Bidder:**
The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as the Owner may request. The owner reserves the right to reject a bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

5. **Liquidated Damages for Failure to Enter into Contract:**
The successful bidder, upon his failure or refusal to execute and deliver the contract, insurance and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

6. **Time of Completion:**
Time of completion of the contract is of importance to the Owner and may be considered in the award of the contract. Payments on the Contract will be made as provided by the Contractor. No payments will be made on the Contract after 30 days prior to the completion date set by the Contractor, until final completion and acceptance by the Architect and Owner. The Contractor shall include in his bid proposal a time to complete the base proposal (stated in calendar days) that includes his best anticipation of the number of working days that construction may be unable to take place due to the inclement weather and muddy ground. This anticipated number of lost working days shall be included on the bid proposal form in the space designated for the total number of calendar days required to complete the base proposal. Extensions to the Completion Date will be granted only if, in the opinion of the Architect, climatology conditions that impede the progress of construction significantly exceed average conditions will be the bulletin "Local Climatology Data", published by the Department of Commerce.

7. **Conditions of Work:**
Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

8. **Addenda and Interpretations:**
No interpretations of the meaning of the plans, specifications or other pre-bid documents will be to any bidder orally. Every request for such interpretations should be in writing addressed to the Architect, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders no later than three days prior to the date fixed for the openings of bids. All addenda so issued shall become part of the contract documents.

9. **Laws and Regulations:**
The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinance, and the rules and regulations of all authorities have jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

10. **Obligation of Bidder:**
At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in aspect of this bid.

11. **Failure of Timely Order:**
The contractor is responsible for assuring the timely order of all materials specified. If a specified material, or color of material cannot be delivered by the contractor completion date, due to failure to order the material in a timely manner, the contractor will be responsible for supplying and equal or better material. The architect will be the sole determinant of the approved substitute material. The contractor will also be charged an amount equal or 5% of the value of the specified material. This amount will be credited to the owner through a change order to the contract. The word "material", used in this section, includes all terms specified in the specifications or shown on the drawings.

12. **Sub-Bid Time Limits:**
So that Contractors may have adequate opportunity to evaluate sub-bids, it is recommended that the "Time Limit Plan" be honored; sub and material bid must have been submitted to Contractors four (4) hours prior to the time set for bid opening.

13. Contractor's Limitation of Liability:

The bidder affirms that he and his sub-contractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related bid documents and, that he has carefully reviewed the plans, specifications, addenda and related bid documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soil reports and the site of the work, through his own rewrite the difficulties likely to encounter; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his bid solely in these documents-and personal observations-and has not relied in any way on any explanation or interpretation-oral or written-form any source other than those written and issued by the Architect/Engineer.

14. Liquidated Damages on Contract for Construction:

Liquidated damages, in the amount of $500.00 per calendar day, will be assessed for each day the general contractor exceeds the contract days for construction set by the general contractor in his bid or the contract days for construction set in the contract with the County of Hidalgo.

15. Pre-Proposal Conference:

A Pre-Bid Conference will be held prior to the bid date. Attendance by representatives of the building contractors is highly desirable. Sub-Contractors who expect to be associated with the project are invited. Representative of the Architects, Engineers and Architect's Consultants will review the plans, specifications, details, materials, demolition, alterations and requirements of the work. Specific questions will be accepted, but not necessarily answered, at the conference. An addendum indicating any change in the Contract Documents will be issued, if necessary, subsequent to this meeting.

All information in this section is to be cross-referenced with the County Of Hidalgo front-end documents.

END OF SECTION

SECTION 00200

INFORMATION AVAILABLE TO BIDDERS

Part 1 GENERAL

1.01 Investigation

A. Soil and sub-surface investigations were conducted at the site, the results of which are to be found in the report issued by L&G Engineering Laboratory, 2100 West Expressway 83, Mercedes, Texas 78570. Tel: 956.565.0760. Fax: 956.565.7646.

B. The information obtained is included herein for the convenience of the contractor.

C. Bidders are urged to examine soils investigation data and to make their own investigation of the site before the bid date.

1.02 Interpretation

A. Soil investigation data is provided only for information and the convenience of the bidders. The County of Hidalgo, Precinct 4 and architects/engineers disclaim any responsibility for the accuracy, true location and the extent of the Soils Investigation that has been prepared by others. They further claim no responsibility for interpretation of that data by proposers, as in projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water.

B. Soil investigation data is not a part of the Contract Documents.

(Logs of borings to follow.)

END OF SECTION

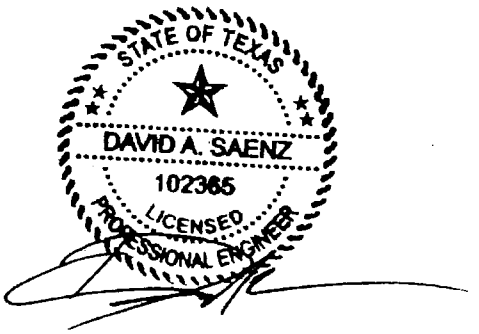
L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

GEOTECHNICAL INVESTIGATION
FOR THE
SUNFLOWER PARK RECREATIONAL FACILITY IMPROVEMENT
PROJECT
HIDALGO COUNTY, TEXAS

Prepared For:
Hidalgo County Pct. No. 4

Prepared By:
L&G Engineering Laboratory, L.L.C.
Mercedes, Texas 78570
[Texas Registered Engineering Firm F-6633]

L&G Project No. GL13012
July 18, 2013



David A. Saenz, P.E.
Project Engineer

7/18/2013

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
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INTRODUCTION

L&G Engineering Laboratory, L.L.C. (L&G) was contracted by **Hidalgo County Precinct No 4. (HC Pct. 4)** to perform a subsurface geotechnical investigation for the proposed Sunflower Park Recreational Facility Improvement Project. This report addresses several foundation recommendations, parameters for slab foundation design criteria based on the Post Tension Institute (3rd Edition) and Wire Reinforcement Institute specifications, as well as recommendations for maximum allowable bearing capacity of shallow foundations. In addition, geotechnical soil parameters are provided for a lateral earth pressure coefficient profile at the potential lift station location. Also included in this report are pavement recommendations, boring logs, and several figures addressing the potential vertical rise, existing geology and general contour of the proposed construction site.

GENERAL PROJECT OVERVIEW

Project Description

L&G is pleased to submit this document presenting our findings as the result of a subsurface geotechnical exploration performed at the request of **HC Pct. 4**. The project site is located within San Carlos, Texas, at the north-west intersection of SH 107 and Sunflower Rd. It is our understanding that the project involves the construction of an 8,000 square foot concrete slab on grade Community Resource Center (general office, classroom, and multi-purpose space), a 6,000 square foot concrete slab on grade basketball court area and open pavilion (metal frame system), a centrally located park pavilion amphitheater structure (only illustrated on the layout - unknown size and details), two (2) 500 square foot concrete slab on grade restroom facility locations, a parking lot area (typical flexible pavement) and general landscape grading on the site. In addition, we understand the project may include a lift station built on the southwest corner of the site (in the vicinity of Boring B-1). A preliminary general site plan sheet / project layout and minimal structure detail sheets for the proposed park recreational facility improvements project were provided by the Client (**HC Pct. 4**) and are included in Appendix D. No grading plans or structural loads for the building/structures were provided; thus all foundation and site improvement recommendations as provided in this report are based on the geotechnical properties of the soils and generalized assumptions as noted.

Scope and Limitations of Investigation

This report has been prepared in general accordance with accepted geotechnical engineering practices for the subject project site and the anticipated construction. No specific warranty program or other special standards, except acceptable industry standards for the general South Texas area, were followed during the course of this investigation and analysis. This geotechnical report is intended for use by **HC Pct. 4**, and any direct representatives or affiliates. This geotechnical report may not contain sufficient information for purposes of other parties, or other uses in determining construction means and methods.

The strata, shown on the boring logs (included in Appendix B), represent the subsurface conditions at the boring locations at the time of our investigation. These strata designate approximate boundaries between subsurface materials; however, their actual transition may be gradual or may occur at varying depths. Variations may occur due to unexpected deposits of soft

clays, silts or other undesirable soil material not detected through our investigation. It should be noted that the exploratory borings were performed within the limits of the proposed project as approved and agreed upon by all previously noted parties prior to the commencement of our field operations.

The benchmarks of this geotechnical study are to:

1. explore the general existing subsurface conditions at the site
2. evaluate the relevant engineering properties of the subsurface materials
3. provide the potential vertical rise and recommendations to minimize shrink/swell
4. provide the maximum allowable bearing capacity of in-situ soils for shallow foundations
5. provide design parameters for several foundation design methods including WRI and PTI
6. provide design lateral earth pressure coefficients profile for lift station location
7. provide recommendations for foundation construction
8. provide recommendations for pavement thicknesses and materials

The scope of this geotechnical engineering study does not include an environmental assessment of the air, soil, rock or water conditions on or adjacent to the site. No environmental opinions are presented in this report. If environmental clearances are needed prior to construction, please contact our offices for assistance in this matter.

EXISTING SURFACE AND SUB-SURFACE CONDITIONS

Site Location / Description

The project site is located within the city limits of San Carlos, Texas, at the north-west corner of the intersection of SH 107 and Sunflower Rd. The proposed park facilities (Community Resource Center, pavilions, and restrooms) are to be set throughout the site location (locations of specific facilities not explicitly denoted by the Client). The proposed parking lot will run along the south east corner of the lot and adjacent to (on the east side of) the resource center (as shown in the provided layout in Appendix D and on the figures in Appendix A). The proposed lift station would be located at the southwest corner of the site (in the vicinity of Boring B-1). The boring locations were drilled as close as possible to the locations specified by the Client as shown on Figure 2 in Appendix A. No surveyor was contracted to determine the exact coordinates for the borings, as this was not a part of the scope of work for the project; however, field handheld GPS coordinates were retrieved and are noted on the boring logs in Appendix B. The property had minimal to medium vegetation at the time of drilling including short to medium grasses and light to medium brush. A fill section (approximate 2 to 3 feet deep and 20,000 square feet in area) is located on the southeast side of the lot. The current topography shows this area as a typically lightly sloping (0.5%), mid lying area, with the natural ground sloping north to south through the site as shown on the Digital Elevation Model. (See Figure 4 in Appendix A).

Geology

The Geologic Atlas of Texas, McAllen-Brownsville Sheet, dated 1976, indicates that the subject site is located primarily within the *Windblown Deposits - Stabilized Sand Dune Deposits Formation* consisting of *"Strong relict eolian grain, sparse grass; includes active blowout areas*

with depressed relief, hummocky, locally becomes fresh-water marsh in wet season, and well-stabilized sand dunes with dense live-oak mottes and scrub; 'moderate to very high permeability, low to moderate water-holding capacity, low compressibility, low shrink-swell potential, good to fair drainage, high shear strength, low plasticity, shallow water table'" (See Figure 5 in Appendix A for Geologic Atlas of Texas Map).

Soil Survey Description

According to the Soil Survey of Hidalgo County, Texas, published by the United States Department of Agriculture, the proposed site is located primarily within the Hidalgo Sandy Clay Loam (0 to 1 % slopes) soil map unit (#28) (see Figure 3 in Appendix A for USDA Soils Map).

Hidalgo Sandy Clay Loam (0 to 1 % slopes) soil map unit (#28) is a deep, nearly level formation on convex uplands. The soil is well drained, with moderate permeability, slow surface runoff, and no frequency of flooding or ponding. The available water capacity is high (about 9.3 inches), and the soil is classified as non-saline to very slightly saline (0.0 to 4.0 mmhos/cm). The maximum content of calcium carbonate in the soil is 35 percent. The typical soil profile for this map unit consists of 0 to 17 inches: dark grayish brown sandy clay loam, 17 to 28 inches: brown sandy clay loam, and 28 to 80 inches: pale brown sandy clay loam. This soil classification is calcareous throughout. The main limitations of this soil map unit are shrinking and swelling of the soil and high corrosivity to uncoated steel.

Rainfall

The mean annual precipitation for this area of Hidalgo County is approximately 20-30 inches, as reported by the U.S. Department of Agriculture Soil Conservation Service. Our geotechnical investigation, performed in April 2013 was conducted during an exceptional drought condition (D4, as noted by the National Weather Service and U.S. Drought Monitor), with moisture and precipitation levels below the annual averages. The National Oceanic and Atmospheric Administration (NOAA) reports for the subject date indicated that no significant rainfall observations (at least one inch) occurred prior to or during our exploration that could have significant effects on any groundwater levels or moisture content of surface soils.

SITE INVESTIGATION

Soil Borings and Laboratory Tests

Subsurface conditions at the site were evaluated through nine (9) borings (designated as B-#). Two (2) structural borings were drilled to a depth of thirty (30) feet (Borings B-1 and B-2), five (5) structural borings were drilled to a depth of ten (10) feet (Borings B-5 through B-9), and two (2) pavement borings were drilled to a depth of five (5) feet (Borings B-3 and B-4) below natural ground at the locations shown on Figure 2 in Appendix A. It should be noted, based on a fill section encountered on a portion of the site (minor grading on the site showing 2 to 5 feet increase from natural grade), Borings B-2 and B-3 were extended 5 feet in depth to thirty-five (35) feet and ten (10) feet respectively. The soil borings were drilled and sampled in general accordance with American Society of Testing Materials Procedures (ASTM) D1452 and D1586 using a truck mounted drilling rig (Simco 2800 HS (HT)) and solid stem augers.

As part of the sampling procedures, split barrel (spoon) and Standard Penetration Tests (SPT) were performed and recorded. Standard Penetration Test results are noted on the boring logs as blows per foot or twelve (12) inch increment. The sampler was advanced through three (3) consecutive six inch increments; however, the first six inch increment is considered the seating drive, which eliminates the effect of cuttings or disturbances on the test result. The sum of the blows for the last two six (6) inch increments is considered the "standard penetration resistance value" or "field N-value". Where hard or very dense materials were encountered, the SPT was terminated and noted on the boring log when one of the following situations occurred:

1. *a total of 50 blows were applied on one six inch increment*
2. *a total of 100 blows were applied during the test*
3. *no observation of advancement of the sampler was detected during the application of ten (10) consecutive blows from the hammer*

Representative portions of the split barrel samples were identified, packaged, sealed in containers to reduce moisture loss, and transported to our laboratory for subsequent testing. In the laboratory, each sample was evaluated and visually classified by a member of our geotechnical engineering staff. The properties of each stratum were evaluated by a series of laboratory index tests. A summary of the laboratory data and their corresponding depths are presented on the boring logs. Samples will be retained in our laboratory for 30 days after submittal of this report. Other arrangements may be provided at the request of the Client to hold the samples through the construction process.

Subsurface Stratigraphy

Based on the results of the field and laboratory sample analyses, the subsurface stratigraphy at the project location can be characterized as follows (Tables 1A-1C):

Structural Borings (B-1 through B-2)			
Description	*Approximate Depth Range (ft.)	Material Type	Consistency / Density
Stratum I	0 to 6	Sandy Clay[1]	Soft
Stratum II	6 to 18	Clayey Sand, Silty Clayey Sand[2]	Very Loose to Medium Dense
Stratum III	18 to 30	Poorly Graded Sand w/ Clay[3]	Dense to Very Dense

1. This stratum contained dark brown to brown, sandy lean clay (CL) with moderately low plasticity indices (ranging from 14 to 16). These soils contained approximately 52 to 56% fine soil particle contents (clays & silts). Soil samples showed evidence of small roots / wood fragments (primarily in B-1) and calcareous nodules / calcareous streaks (primarily in B-2). SPT N-values ranged from 3 to 4 blows per foot (outlier noted in B-1 showing 14 blows per foot from 0 to 2 not included). Samples were noted as dry to wet (very moist to wet below 4 feet).

2. This stratum contained a mixture of brown, clayey sand (SC) and silty clayey sand (SC-SM) with moderately low to low plasticity indices (ranging from Non-Plastic to 16). These soils contained approximately 13 to 49% fine soil particle contents (clays & silts). SPT N-values ranged from 3 to 21 blows per foot (ranging from 3 to 4 blows per foot in the upper 4 feet and 14 to 21 blows per foot below that). Samples were noted as moist to wet. It should be noted; this layer extended an additional 5 feet at B-2.

3. This stratum contained brown, poorly graded sand w/ clay (SP-SC) with low plasticity indices (PI = 12). These soils contained approximately 11 to 12% fine soil particle contents (clays & silts). SPT N-values ranged from 27 to 51 blows per foot. Samples were noted as wet. It should be noted, B-2 which was extended due to fill noted in the area, showed a hard reddish brown sandy lean clay below 30 feet with a PI = 18.

Table 1A – Existing Soil Strata & Description (Structural Borings B-1 through B-2)
**all depths are referenced from existing natural ground*

Structural Borings (B-5 through B-9)			
Description	*Approximate Depth Range (ft.)	Material Type	Consistency / Density
Stratum I	0 to 2	Clayey Sand, Silty Clayey Sand[1]	Very Loose
Stratum II	2 to 10	Silty Clayey Sand, Silty Sand[2]	Very Loose to Medium Dense

1. This stratum contained a mixture of very dark blackish brown to brown, clayey sand (SC) and silty clayey sand (SC-SM) with low plasticity indices (ranging from 6 to 12). These soils contained approximately 31 to 32% fine soil particle contents (clays & silts). Soil samples showed evidence of small roots. SPT N-values ranged from 2 to 4 blows per foot (outlier noted in B-6 showing 10 blows per foot not included). Samples were noted as dry to moist.

2. This stratum contained a mixture of brown, silty clayey sand (SC-SM) and silty sand (SM) with low plasticity indices (ranging from Non-Plastic to 7). These soils contained approximately 10 to 39% fine soil particle contents (clays & silts). SPT N-values ranged from 2 to 23 blows per foot (ranging from 2 to 7 blows per foot in the upper 5 feet and 6 to 23 blows per foot below that). Samples were noted as moist to wet.

Table 1B – Existing Soil Strata & Description (Structural Borings B-5 through B-9)
**all depths are referenced from existing natural ground*

Pavement Borings (B-3 through B-4)			
Description	*Approximate Depth Range (ft.)	Material Type	Consistency / Density
Stratum I	0 to 5	Clayey Sand, Sandy Clay[1]	Very Loose to Medium Stiff

1. This stratum contained a mixture of very dark blackish brown to brown, clayey sand (SC) and sandy lean clay (CL) with low plasticity indices (ranging from 10 to 13). These soils contained approximately 34 to 51% fine soil particle contents (clays & silts). Soil samples showed evidence of small roots in the upper 2 feet of depth. SPT N-values ranged from 4 to 6 blows per foot. Samples were noted as moist to wet.

Table 1C – Existing Soil Strata & Description (Pavement Borings B-3 through B-4)
**all depths are referenced from existing natural ground*

It should be noted, the Soil Strata and Description illustrated in Table 1, is a typical summarized representation of the site stratigraphy. The lines designating the interfaces between strata on the boring logs represent approximate boundaries. Transitions between strata may be gradual and may occur at varying depths.

Water Strikes

The solid auger and mud rotary drilling techniques were used to complete soil borings in accordance with ASTM procedure D1452. Water strikes were encountered during the drilling operations at all structural boring locations (water strikes not encountered at any of the pavement boring locations; however moist to wet soils conditions were evident in the lower strata). Water strikes were noted at approximately 7 to 10 feet below top of natural ground at the boring locations (elevation 56 to 59 feet). 24-hour after-drill water level readings were not obtained at the boring locations due to cave-ins in the shallow holes and use of mud rotary drilling fluid in the deeper holes. Water strikes are noted on the boring logs in Appendix B.

It should be noted that fluctuations in groundwater levels are influenced by variations in rainfall and surface water run-off from season to season. The construction process itself may also cause variations in the groundwater level. If the subsurface water elevation is critical to the construction process the Contractor should check the subsurface water conditions just prior to construction excavation using piezometer wells.

GEOTECHNICAL BORING ANALYSIS

Moisture Content

The moisture content of a soil is defined as the ratio of the weight of the water in the sample to the dry weight of the soil sample. The moisture contents for the samples obtained as part of our geotechnical exploration were performed in compliance with ASTM procedure D2216. The results varied from eight (8) percent to twenty-seven (27) percent. The variance in percentages within a given exploratory boring can be attributed to a multitude of issues including, range in depth, distance between samples, location of groundwater table and seasonal moisture zone. The variation could also be caused by differences in soil classifications, as some soils such as loose gravels and sands are made up of larger particles and thus exhibit more voids as a soil structure (higher capability to hold water than fine grained soils). Finer grained denser soils, though, due to high impermeability, may also exhibit high moisture contents in certain instances due to the

slower movement of water through the soil structure. All samples in this geotechnical exploration exhibited dry field moisture conditions. A list of all the moisture contents by corresponding depth can be found on the boring logs.

Plasticity Index

The Plasticity Index (PI) is defined as the difference between the liquid limit and the plastic limit of a soil. These limits are commonly referred to as the Atterberg limits, which describe the consistency of soils with respect to their varying moisture contents. The liquid limit is defined as the moisture content at which soil begins to transition from a plastic to a liquid state and begins to behave as a liquid material by beginning to flow. The plastic limit refers to the water content of a soil at the point of transition from a semisolid to a plastic state where soil starts to exhibit plastic behavior. A soils behavior can be divided into four basic states: liquid, plastic, semisolid and solid. The plasticity index shows the range in which a soil acts in a plastic state. Experience has shown that the more plastic a soil is the more expansive and compressive it will act. The plasticity indices for the samples obtained as part of our geotechnical exploration were performed in compliance with ASTM procedure D4318. PI values for the borings performed for this report range from Non-Plastic (NP) (very low plasticity to non-plastic silty, clayey sand or sand with silt) to 18 (moderate plasticity clay).

Particle Size Analysis (Determination of Fines Content)

The standard grain size analysis is used to determine the relative proportions of different grain sizes as they are distributed along a range of different sized sieves. The minus 200 sieve analysis is used commonly as a tool for soil classification and identification using the Unified Soils Classification System. Results for this test are reported as a percentage of soil passing the No. 200 sieve, which has openings 0.075mm wide. This test is also used to determine the suitability of soil for construction purposes and to estimate probable seepage through soils. Generally a % -200 greater than 50% indicates a non-granular cohesive soil with large amounts of fines in the soil composition. The particle size analyses for the samples obtained as part of our geotechnical exploration were performed in compliance with ASTM procedure D1140. The % -200 values for the samples collected range from 10% to 56%.

FOUNDATION RECOMMENDATIONS

Proposed Project Foundation System Information

The proposed facilities, as previously noted, will be constructed throughout the proposed project site. At the time this report was written, the Client had specified general slab on grade construction with potential shallow square footings at column/high load locations and perimeter grade beams was to be the primary foundation system (if possible) for shallow foundations on-site. No information was provided for the potential lift station at the southwest corner of the site. No specific construction techniques were provided to **L&G** at the time this report was written. It should be noted, the selection of an appropriate type of foundation design is based on several factors including, but not limited to, soil conditions, site drainage, economics, climate, vegetation, city/government codes, and the level of risk acceptable to the owner/developer.

The most commonly constructed and typically most cost effective foundation system built in the South Texas Area is the Slab on Grade system (including a steel reinforced concrete slab). The Slab on Grade foundation is intended to be supported in the shallow surface soils through the use of a monolithic slab; however, these foundations can be complemented through the use of exterior and interior stiffened grade beams and/or shallow footings to support concentrated perimeter or wall loads and column loads respectively. For these systems, the compatibility between foundation rigidity and the type of superstructure (building type) to be built on the foundation must be considered in order to avoid damage to the building superstructure and architectural components.

The foundation system selected for construction must be designed with sufficient bearing capacity to resist the imposed loadings without experiencing failure of the underlying soils. The foundation system must also resist soil movements, or volume change, from expansion and contraction of soils due to changes in moisture content. The following sections will provide allowable bearing capacities, potential vertical rise (including earthwork recommendations to minimize shrink and swell), and Slab on Grade design parameters (Welded Reinforcement Institute – WRI, Post-Tensioning Institute – PTI). It should be noted that the recommendations provided are based on geotechnical properties of the project soils and assumptions of construction of this type since no structural loadings were provided. If structural loadings exceed capacities as provided in this report, **L&G** should be advised of the loadings to re-analyze and provide alternate recommendations if needed.

It is important to stress the fact that maintenance of Slab on Grade foundations will help to reduce the potential for structural damage in the present and for the life of the structure. Maintenance can include, but is not limited to procedures such as:

1. Ensure positive drainage around the perimeter of the foundation through site grading
2. Incorporate paving or sidewalks adjacent to foundations for moisture protection
3. Do not plant vegetation closer to the foundation than its mature height
4. Extend canopies or roof drains away from foundation to prevent ponding near foundation
5. Avoid excess wetting or drying of soils around foundations

Bearing Capacity of Soils (Shallow Foundations)

The bearing capacity of the existing natural ground is defined as the ability of a foundation to safely support the imposed loadings (surcharge), without experiencing any form of shear failure. The ultimate bearing capacity is a measure of the soil's maximum resistance immediately prior to a bearing capacity failure. The ultimate bearing capacity was estimated using the methods and equations, as recommended by the USACE in Manual EM 1110-1-1905 titled "Bearing Capacity of Soils":

$$q_u = c\,N_c\zeta_c + \tfrac{1}{2}\,B\,\gamma_h\,N_\gamma\zeta_\gamma + \sigma\,N_q\zeta_q$$

where:
- q_u = ultimate bearing capacity
- c = soil cohesion
- B = effective width of foundation
- γ_h = effective unit weight of soil within failure zone
- σ = effective soil surcharge pressure at depth
- N_c, N_γ, N_q = Bearing capacity factors
- $\zeta_c\ \zeta_\gamma\ \zeta_q$ = dimensionless correction factors for cohesion, soil unit weight, and surcharge

Nc, Nγ, and Nq are the dimensionless bearing capacity factors developed by Meyerhof, Hansen, and Vesic for general shear failure listed in Table 4-4 of EM 1110-1-1905. Cohesion values for cohesive soils and angle of friction values for granular soils were estimated using a correlation with the Standard Penetration Tests performed in the field. All correlations used were in accordance with the applicable USACE manuals. Where cohesive material was prevalent, the angle of friction value was conservatively assumed to equal zero.

The factor of safety used in our analysis was equal to 3.0, as recommended by Chapter 1 of EM 1110-1-1905. The absolute minimum factor of safety, as recommended by Chapter 1 of EM 1110-1-1905 for this construction is 2.0. The maximum allowable bearing capacity was calculated by dividing the ultimate bearing capacity by the factor of safety. All recommendations reflect the maximum allowable bearing capacity in pounds per square foot.

Bearing Capacity of Slab on Grade Foundation

The maximum allowable bearing capacity for the Slab on Grade foundation is 600 pounds per square foot. It should be noted, bearing capacity was calculated assuming square or rectangular foundation geometry with width to length ratio of 1:2.

Bearing Capacity of Shallow Square Footings

Square footings may be used to support concentrated column loads for the structure. **The maximum allowable bearing capacity for Square Footings is 700 pounds per square foot**. Footings should bear in subgrade material at a minimum twenty-four (24) inches below proposed bottom of slab (bottom of footing shall be placed at least 6 inches into subgrade). This recommendation is for the proper development of bearing capacity and is not based on structural considerations. The footing reinforcement should be designed by a structural engineer to resist the dead load of the structure and the live loadings caused by all pertinent loadings using the load combinations and factors of safety provided by the applicable building codes.

Bearing Capacity of Perimeter Footings (Grade Beams)

Perimeter footings (also called Grade Beams) may be constructed around the slab foundation to support the exterior wall loads of the structure. **The maximum allowable bearing capacity for Perimeter Footings (Grade Beams) is 600 pounds per square foot.** Footings should bear in subgrade material at a minimum twenty-four (24) inches below proposed bottom of slab (bottom of footing shall be placed at least 6 inches into

subgrade). This recommendation is for the proper development of bearing capacity and is not based on structural considerations. The footing reinforcement should be designed by a structural engineer to resist the dead load of the structure and the live loadings caused by all pertinent loadings using the load combinations and factors of safety provided by the applicable building codes.

Potential Vertical Rise (Slab on Grade)

The soils at this site consisted of primarily low to moderately low plasticity sandy lean clays, clayey sands, silty sands and poorly graded sands throughout the soil profile (becoming less plastic with depth), which have an low to moderately low potential for exhibiting appreciable differential movements or swell/shrink capabilities with moisture changes. The Potential Vertical Rise (PVR) calculations for the general soil profile were performed using the Texas Department of Transportation's (TxDOT) TEX 124-E method. Based on review of the soil log (lean clay in top 5 to 6 feet and silty or clayey sand below that depth), water table observation (water strike observed at depths of 7 to 10 feet), geometric configuration of the area, and typical climatic conditions of the area (generally very hot humid climate), the typical zone of seasonal moisture was assumed to extend to an assumed 10 feet (the predicted water table location) (in accordance with Tex 124-E).

Based on the soil profile and assumptions previously noted, the average existing PVR was calculated to be approximately **0.3 to 0.4 inches**. This value represents total vertical in-situ movements and does not consider differential swell between any two points on the ground; nor does it take into account movements caused by uncontrolled water sources such as poor drainage, migration of subsurface water from off-site locations, and utility line leaks. Typically, PVR values of around **1 inch** are considered acceptable for most at grade or shallow foundation designs. Based on the results of the calculations as noted, the project site soil conditions do not warrant any major earthwork to counteract potential shrink/swell capabilities. **L&G** does recommend, however, building pad be constructed in accordance with 'Site Grading', 'Site Drainage' and 'Site Preparation' sections of this report. In addition, **L&G** recommends building pad be constructed atop a minimum 12 inches of **Structural Fill** (Recommended). Fill shall meet the requirements of and shall be installed in accordance with the 'Select Fill & Structural Fill Recommendations' section of this report.

Post-Tensioning Institute (PTI) Slab Design Parameters

The recommendations for foundation design criteria in this section have been calculated using the method described by the Post-Tensioning Institute manual, "Design of Post-Tensioned Slabs-on-Ground" Third Edition; also know as the PTI method. This method gives soil parameters for ribbed or uniform thickness (monolithic) foundations that can be used in the design of post-tensioned or traditionally reinforced foundations. The PTI method does not allow for the development of design parameters for collapsing soils or other highly unusual conditions. It must be emphasized that the determination of these parameters is based upon normal climate-moisture variance from season to season in the local area and are invalid when influenced to any significant degree by other conditions, including but not limited to those mentioned in the previous sections.

The edge moisture variation distances (e_m) for the center and edge lift conditions were derived based on a Thornthwaite index of -32 for the project site. The Thornthwaite index is based on the average rainfall over a significant period of time (e.g. 20 or 30 years) in excess or deficit of the average evapotranspiration rates of the area. Other parameters and influencing variables were derived using information collected from the laboratory tests performed on the recovered soil samples as stated in the PTI guidelines for geotechnical exploration and laboratory testing schedule. Table 2 lists the PTI design parameters for a slab-on-grade foundation supported in the shallow surface soils.

	Center Lift Conditions		Edge Lift Conditions	
Equilibrium Soil Suction (pF)	Edge Moisture Variation Distance e_m (ft)	Est. Differential Movement y_m (in)	Edge Moisture Variation Distance e_m (ft)	Est. Differential Movement y_m (in)
4.07	**9.00**	**0.14**	**4.90**	**0.61**

Table 2 - Recommended PTI Slab Design Parameters

Wire Reinforcement Institute (WRI) Slab Design Parameters

The Wire Reinforcement Institute (WRI) method is an empirically derived foundation design method that was developed by observing slab performance over time and creating and modifying equations to give results which approximate foundation designs that exhibit the best results. While the WRI method deals only with foundations reinforced with reinforcing bars or welded wire reinforcement, the procedure has been developed to be independent of the type of reinforcement used.

The climatic rating reflects the stability of the moisture content which may be expected in the soil due to the climatic conditions which may vary from year to year. The effective design Plasticity Index was obtained by weighting the test values in each boring as described in the WRI procedures. The slope correction factor is based on the average slope of the tract of land. Since the slope is relatively small (as shown on Figure 4 in Appendix A) the adjustment factor was negligible. Table 3 lists these WRI design parameters for a slab-on-grade foundation supported in the shallow surface soils.

Effective PI	Climatic Rating	Slope Coefficient	Soil Support Index, C
14	**15**	**1.0**	**1.0**

Table 3 - Recommended WRI Slab Design Parameters

Lateral Earth Pressure Coefficients (Prop. Lift Station)

Lateral earth pressure coefficients and unit weight profiles were established from the field and laboratory testing performed on the samples recovered during the completion of the exploratory boring at the southwest corner of the project (Boring B-1). The "at-rest", "active" and "passive" coefficients (K_O, K_A and K_P) were derived using Rankine's theories of lateral earth pressures and drained (long term) soil parameters. Table 4 shows the tabular representations of the lateral earth pressures and unit weight profile at the proposed lift station location.

Stratum	Soil Type	*Depth (ft)	Effective Unit Weight (lb/ft^3)	At-Rest Earth Pressure Coefficient, K_O	Active Earth Pressure Coefficient, K_A	Passive Earth Pressure Coefficient, K_P
I	CL/SC	0-14	120 / 60	0.577	0.406	2.464
II	SC-SM	14-18	60	0.441	0.283	3.537
III	SP-SC	18-30	60	0.412	0.260	3.852

Table 4 - Lateral Earth Pressure Coefficients (for Prop. Lift Station – Boring B-1)

**depths noted are measured from existing natural ground at the boring location*

***Effective Unit Weight reflects Submerged Unit Weight (Total Weight - Weight of Water) below Observed Water Table at Depth of 8 ft below top of hole at boring location*

As previously noted, no details for the proposed lift station were provided at the time this report was written. If supplementary assistance is required in the providing of additional geotechnical design parameters for the proposed lift station, typical details and plans shall be provided.

GENERAL CONSTRUCTION CONSIDERATIONS

General Site Soils & Conditions Construction Recommendations

Loose, silty, clayey sands were found near the surface in most of the borings at this site, and are especially prevalent in Borings B-5 through B-9. While these soils (in their present state) will safely support the loads indicated in the 'Foundation Recommendations' section of this report, they are particularly susceptible to disturbance during construction. If site grading or structural excavations penetrate these materials, special measures will be necessary to limit disturbance and maintain the strength of these soils. Drainage sumps, wells, or other methods should be utilized to prevent accumulation of water and resulting mixing with and weakening of these soils. Prior to placement of structures onto this material it should be proof rolled and evaluated by **L&G** representatives (if material has softened it should be re-evaluated for engineering design). If severe disturbance / soil softening are noted, it may be necessary to place and compact additional layers of structural fill prior to installation of structures.

Site Grading Recommendations

Site grading plans can result in changes in almost all aspects of foundation recommendations. We have prepared the foundation recommendations based on the existing ground surface and the stratigraphic conditions encountered at the time of our study. We recommend gradual slopes away from foundations at structure locations to assist with site drainage, ponding, and potential shrink/swell issues. Based on the upper site soils, erosion and slope sloughing, causing for periodic maintenance are limitations when utilizing 2:1 slopes or steeper. We recommend the use of 3:1 slopes (or flatter) for general site grading.

Site Drainage Recommendations

Drainage is one of the most important aspects to be addressed to ensure the successful performance of any foundation. Positive surface drainage should be implemented prior to, during and maintained after construction to prevent water ponding at or adjacent to the proposed

facilities. We advise that construction drainage programs be implemented to assist with standing waters from precipitation, general surface runoff or other moisture intrusion. It is recommended that the site design include site drainage features to channel runoff away from the proposed site location and most importantly away from all shallow foundations.

Site Preparation Recommendations

The proposed site areas and all areas used to support foundation construction should be cleared and grubbed of all vegetation, organic topsoil and other miscellaneous debris up to a minimum of two (2) feet beyond the proposed site perimeters. This shall include the removal of all trees, brush, roots, weeds, or other organic debris that will interfere with construction. After clearing, the contractor should follow the earthwork procedures outlined in the 'Foundation Recommendations' section of this report. Any soft and/or compressible soft spots noted during compaction activities shall be over-excavated and replaced with Select Fill. All placements of **Select Fill** and **Structural Fill** shall be in accordance with the 'Select Fill & Structural Fill Recommendations' section of this report. Any excavation/backfill activities should be observed by **L&G** representatives to document subgrade preparation.

L&G understands that the existing site may require minimal amounts of cut and fill to level or flatten the existing topography (mass balance). It should be noted; existing site soils in the upper strata generally fell within or near the requirements of **Select Fill** as denoted in the "Select Fill & Structural Fill Recommendations" section of this report. The contractor may utilize areas of cut to balance the fill areas required to achieve the desired contour provided they meet the requirements of select fill as presented in this report.

Select Fill & Structural Fill Recommendations

Materials used for **Select Fill** (General Site Grading) shall meet the following requirements:

1. Soils classified according to the Unified Soils Classification System as SM, SC, GM, GC, CL, ML and combinations of these soils. These soils shall be free of organic material, topsoil, debris, or other deleterious material that cannot be properly compacted. In addition to the USCS classification, select materials shall have a **liquid limit of less than 40 and a plasticity index between 8 and 20**.

2. Soils classified as CH, MH, OH, OL and PT, under the USCS are not considered suitable for use as select fill materials at this site.

3. **L&G** recommends additional quality control of all 'General Site Fill' materials as they are placed and compacted to ensure that they meet the requirements specified.

Select Fill shall be placed in lifts not to exceed 8 inches loose (6 inches compacted) and compacted to a minimum 95 percent of the maximum dry density as determined in accordance with ASTM D698. The water content of the fill shall be maintained within the range of optimum moisture to three (3) percentage points above the optimum moisture content until the fill is permanently covered. The fill should be properly compacted in accordance with these recommendations and tested for compaction as specified.

Materials used for **Structural Fill** shall meet the following requirements:

1. Soils classified as Base Material meeting the requirements of TxDOT 2004 Specification Item 247 Type E, Grade 4 - Caliche (see Table 5 for specifications and requirements) or Item 247 Type A, Grade 1 - Limestone (see Table 6 for specifications and requirements).

2. **L&G** recommends additional quality control of all **Structural Fill** materials as they are placed and compacted to ensure that they meet the requirements specified.

Structural Fill shall be compacted to a minimum 98 percent of the maximum dry density as determined by the ASTM D698 at moisture contents ranging between minus two (-2) and plus two (+2) percentage points of the optimum moisture content. **Structural Fill** shall be placed in loose lifts not to exceed 8 inches (6 inches compacted). The fill should be properly compacted in accordance with these recommendations and tested for compaction as specified.

Retained on Square Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Plasticity Index, max	15
Wet Ball PI, max	15
Wet Ball Mill, % max	50

Table 5 – Structural Fill - Type E Grade 4 Specifications

Retained on Square Sieve	Percent Retained
2–½"	0
1–¾"	0
7/8"	10-35
3/8"	30-50
No. 4	45-65
No. 40	70-85
Liquid Limit, % max	35
Plasticity Index, % max	10
Wet Ball Mill, % max	40

Table 6 – Structural Fill - Type A Grade 1 Specifications

Excavation, Sloping, Benching and Utility Considerations

If trenches are to extend to or below a depth of five (5) ft, the contractor or persons doing the trenching should adhere to the current Occupational Health and Safety Administration (OSHA) guidelines on trench excavation safety and protection measures or other applicable industry standards. The collection of specific geotechnical data and development of a plan for trench safety, sloping, benching or various types of temporary shoring, is beyond the scope of the this study. Utilities that protrude through the slab-on-grade should be designed with some degree of flexibility or with sleeves. Such features will help reduce the risk of damage to utility facilities from soil movements related to shrinkage and expansion. Furthermore, when trenching for utility installation, we recommend that the backfill used to protect these utilities conform to the recommendations presented in the 'Select Fill Recommendations' section of this report.

PAVEMENT RECOMMENDATIONS

Background Information

The pavement recommendations contained in this report were limited to the data recovered from the field and laboratory testing performed for the borings. No traffic loading data was presented for the proposed parking lot. Our recommendations are based on design procedures found in the Army Corps of Engineers Manuals EM 1110-3-131 (Flexible Pavement Design) and our experience with similar soils and site conditions. The traffic composition used in our analysis was grouped under 'Category I', which is comprised of traffic essentially free of trucks (not more than 1% two-axle trucks). The road type selected was 'Class E', with a flat slope and low volume (under 1,000 average daily vehicles).

Subgrade Analysis

The existing subgrade index properties (plasticity index and grain size) were used to correlate the Modulus of Soil Reaction (k) and the California Bearing Ratio (CBR) values of the subgrade. These values were then applied to the corresponding design procedures, according to the applicable Army Corps of Engineers manuals to determine the recommended minimum pavement thickness for flexible pavement designs. A subgrade k value of **170 pci** and a CBR value of 7 were utilized in the pavement designs.

Pavement Section Recommendations

After completing the pavement designs and analyzing several options for construction, **L&G** has provided the following options within Table 7 for pavement thickness:

Flexible Pavement Design Recommendations		
Materials	**Design #1**	**Design #2**
Asphalt Pavement (ACP)	**2.0 in.**	**2.0 in.**
Crushed Limestone (Ty.A Gr.1)	**6.0 in.**	
Caliche Base (Ty.E Gr.4)		**8.0 in.**
Compacted Subgrade	**6.0 in.**	**6.0 in.**

Table 7 – Flexible Pavement Options

Pavement Material Specification Recommendations

Asphaltic Concrete Pavement (ACP) Surface

The asphalt concrete pavement (ACP) surface shall meet the requirements of the current TxDOT 2004 Specification Item 340 for Type D Hot Mix Asphaltic Concrete. The hot mix asphaltic surface will be compacted to between 91 and 96 percent of the maximum theoretical density in conformance with the specification. The grade of the asphalt cement should contain a minimum PG 64-22 asphalt binder. It is recommended that the testing required by this specification be performed during production and placement by a representative of **L&G**.

Flexible Base Material (Crushed Limestone)

The crushed limestone material shall meet the requirements of TxDOT 2004 Specification Item 247 Type A, Grade 1. The limestone base shall conform to the gradation and properties requirements as previously presented in Table 6 – Structural Fill - Type A Grade 1 Specifications. The Wet Ball Test (Tex-116-E) and the Plasticity Index shall be run with the material passing the No. 40 sieve. The base shall be compacted to a minimum 98 percent of the maximum dry density as determined by the standard moisture density relation at moisture contents ranging between minus two (-2) and plus two (+2) percentage points of the optimum moisture content. The base shall be placed in loose lifts not to exceed 8 inches (6 inches compacted).

Flexible Base Material (Caliche)

The caliche base material shall meet the requirements of TxDOT 2004 Specification Item 247 Type E, Grade 4 as approved by the engineer. Caliche base shall conform to the gradation and properties requirements as previously presented in Table 5 – Structural Fill - Type E Grade 4 Specifications requirements **before** lime or admixtures are added. The Wet Ball Test (Tex-116-E) and the Plasticity Index shall be run with the material passing the No. 40 sieve. The base shall be compacted to a minimum 98 percent of the maximum dry density as determined by the standard moisture density relation at moisture contents ranging between minus two (-2) and plus two (+2) percentage points of the optimum moisture content. The base shall be placed in loose lifts not to exceed 8 inches (6 inches compacted). Lime treated caliche base material shall meet all the previous requirements and contain a minimum of two (2) percent lime or Portland Cement by weight. Lime and cement treatments shall be in compliance with all applicable sections of TxDOT Item 260 and 275 specifications.

Compacted Subgrade

The subgrade layer shall be compacted and moisture conditioned to a minimum 95 percent of the maximum dry density at moisture contents ranging from minus two (-2) to plus three (+3) percentage points of the optimum moisture content. Based on the soil properties and in-situ strength conditions, no further treatment is warranted. It should be noted, however, the addition of small percentage of lime and/or cement (usually no more than 3%) is typically utilized to enhance strength and provide a solid working platform for the construction.

General and Miscellaneous Recommendations

Adequate perimeter drainage is essential for long-term performance of any pavement structure. Infiltration of surface water from unpaved areas surrounding the pavement should be minimized. Base materials under curb and gutters should be compacted to the same requirements as other areas. It is recommended that these curb and gutters be extended through the base and a minimum of three (3) inches into the subgrade. This will reduce the potential of intrusion of moisture from adjacent areas. An adequate seal should be provided at all base-asphalt interfaces.

A maintenance plan is recommended for the long-term performance of paved areas. Asphaltic pavements have a tendency to strip and become oxidized with exposure to the elements. Thus cracks may become present in the pavement. It is recommended that a maintenance schedule of biannual crack sealing, fog seals and overlays every five to ten years be used over the life of the pavement.

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APPENDIX A – FIGURES

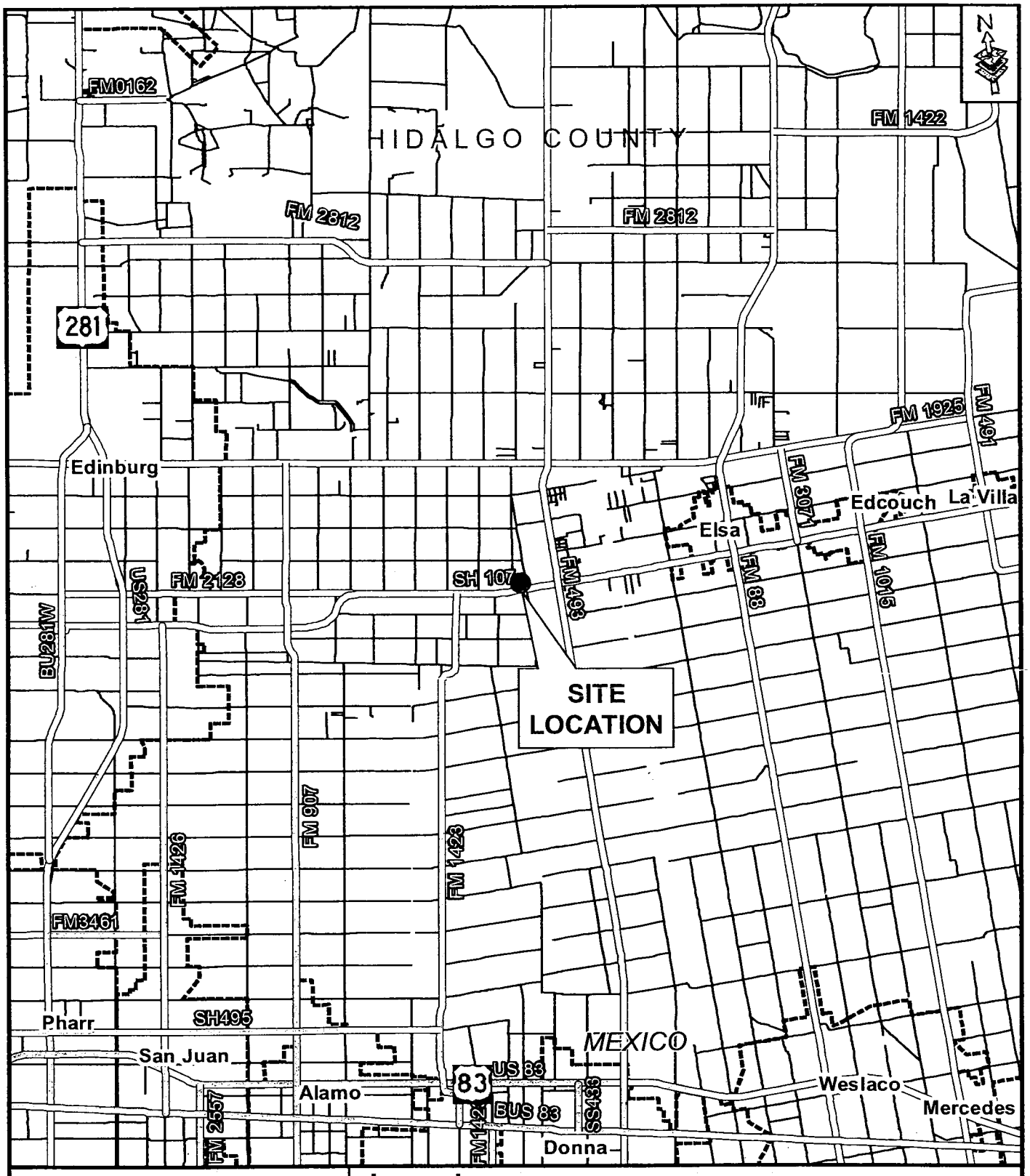


Figure. 1
Sunflower Park Rec Facility Imp. Project Location Map

Legend

- Site Location
- State Roads
- Roads

11,000 Feet
1 inch = 11,120 feet

L&G Engineering Laboratory, LLC.
Construction Material Testing
Geotechnical Engineering

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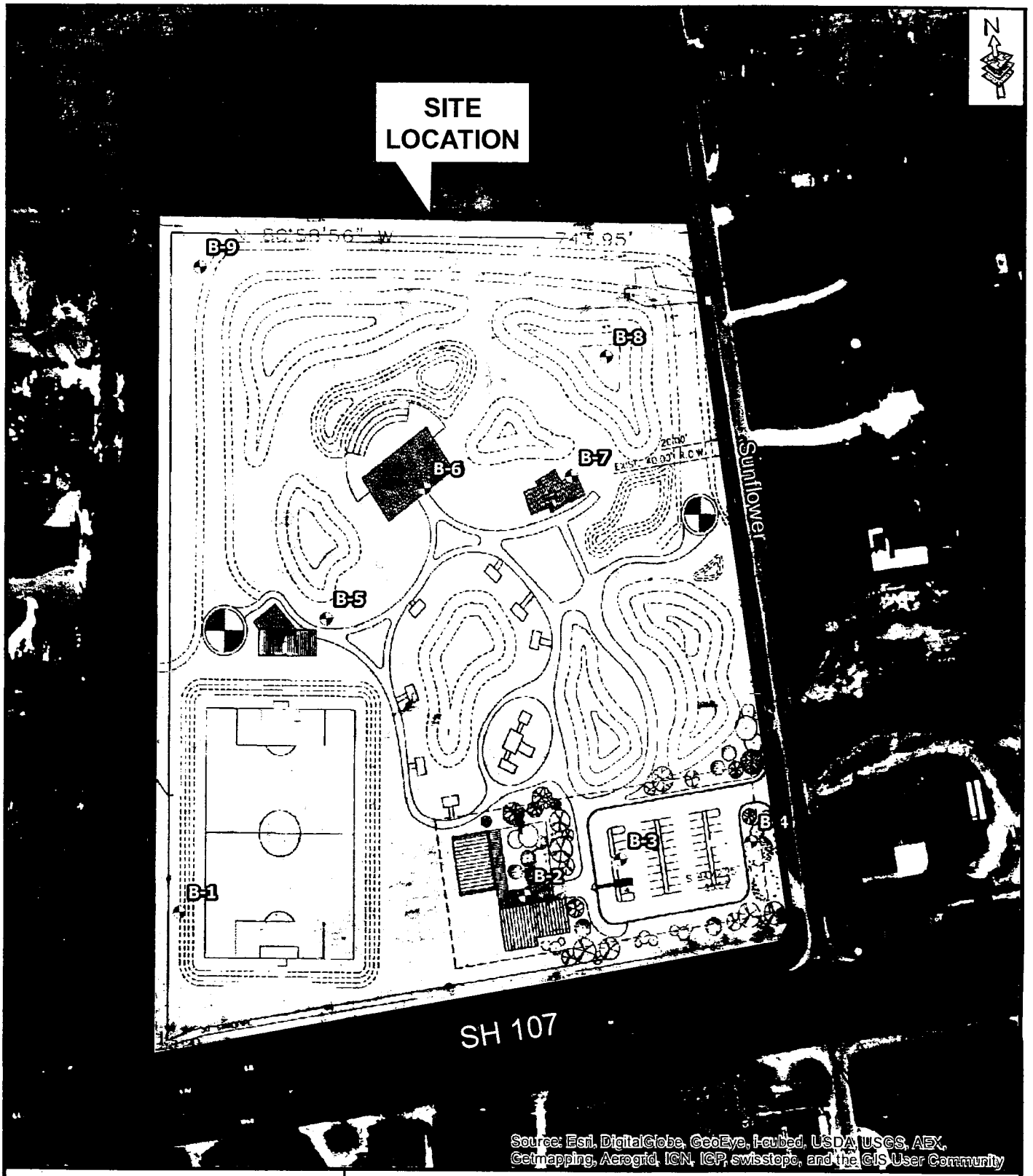


Figure. 2
Sunflower Park Rec Facility Imp. Project
Boring Map

Legend

- Bore Locations
- Site Location

160 Feet
1 inch = 167 feet

L&G Engineering Laboratory, LLC.
Construction Material Testing
Geotechnical Engineering

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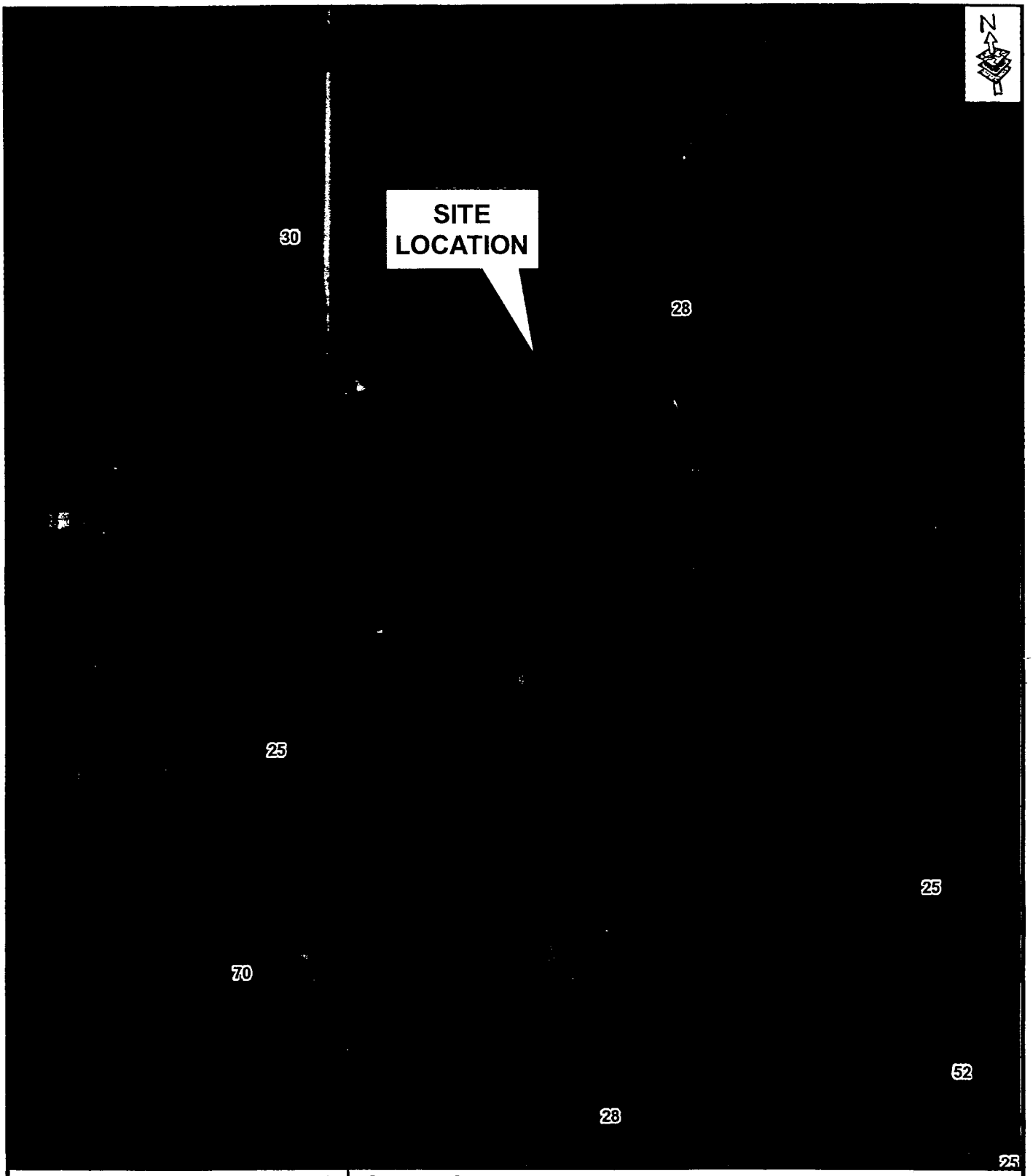


Figure. 3
Sunflower Park Rec Facility Imp. Project
Soil Classification Map
USDA SOIL CONSERVATION SERVICE

Legend

- Site Location
- 25 - Hidalgo Fine Sandy Loam, 0 to 1% Slopes
- 28 - Hidalgo Sandy Clay Loam, 0 to 1% Slopes

500 Feet
1 inch = 500 feet

L&G Engineering Laboratory, LLC.
Construction Material Testing
Geotechnical Engineering

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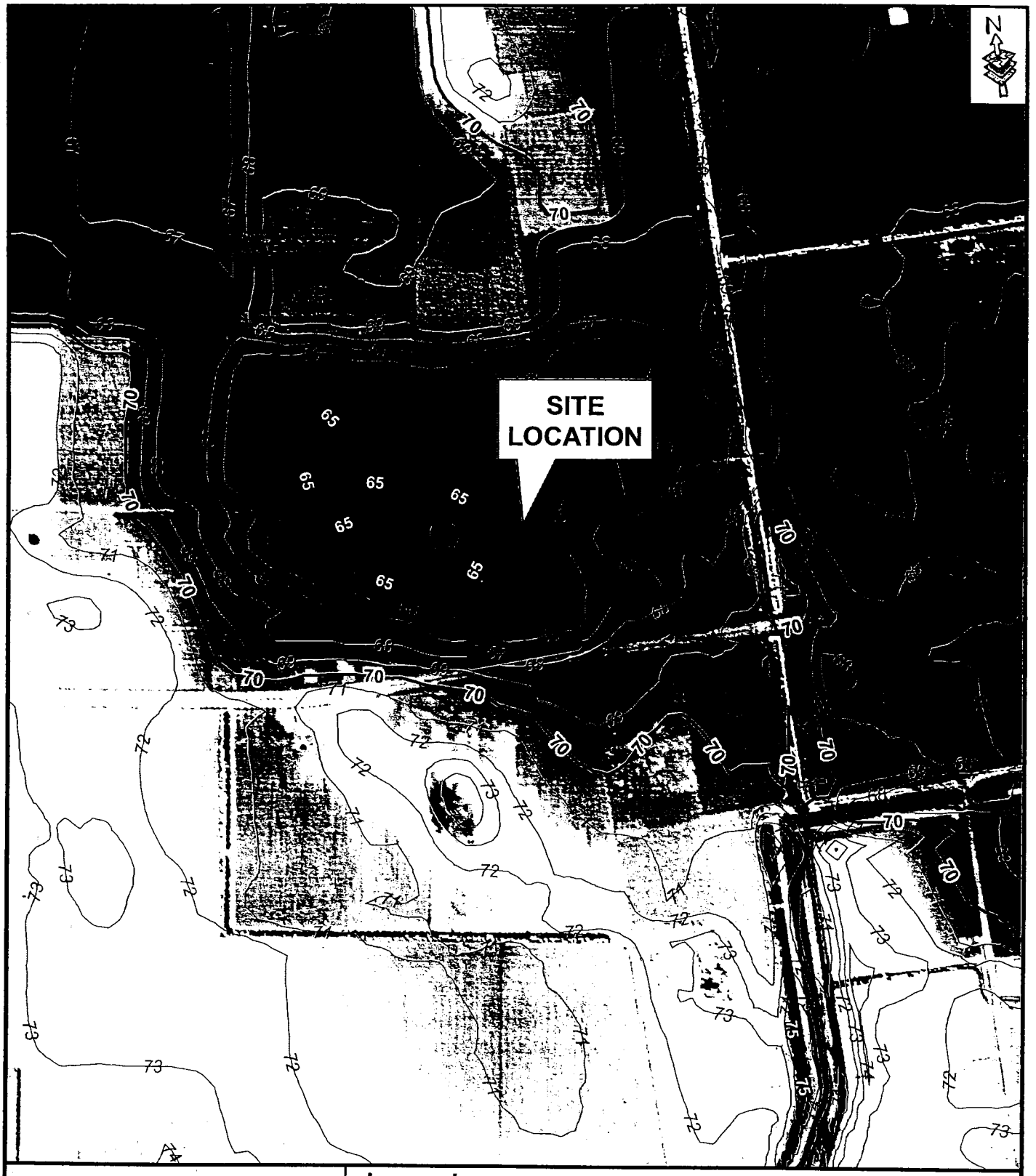


Figure. 4
Sunflower Park Rec Facility Imp. Project
Digital Elevation Map

Legend

- Site Location
- 1 ft Contours
- 5 ft Contours
- 10 ft Contours

Value
High
Low

1,000 Feet
1 inch = 1,000 feet

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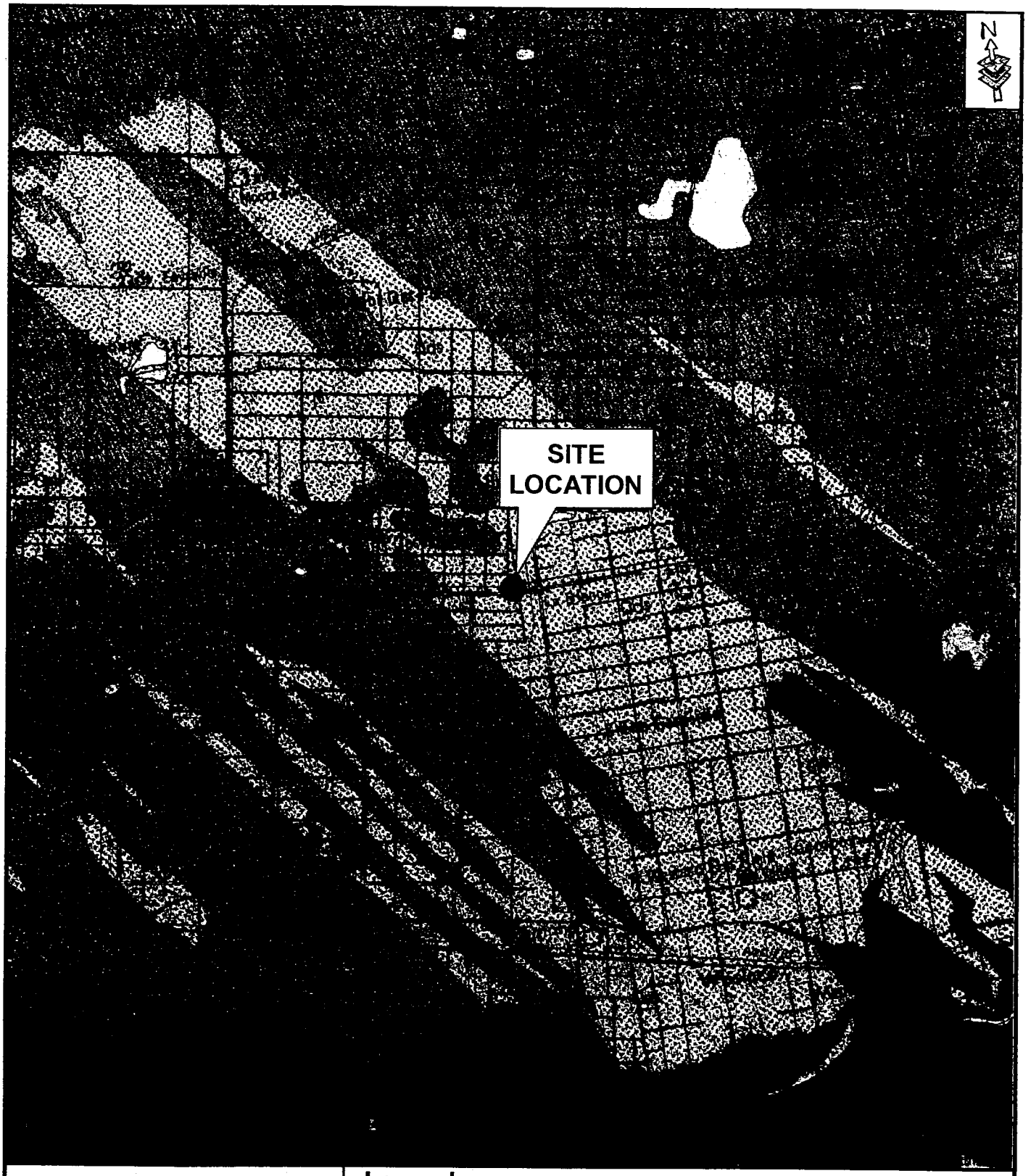


Figure. 5
Sunflower Park Rec Facility Imp. Project
Geological Atlas of Texas Map

Legend

- Site Location
- Stabilized Sand Dune Deposits

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APPENDIX B – BORING LOGS

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Mercedes TX 78570
Telephone: 956-565-0760

KEY TO SYMBOLS

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

LITHOLOGIC SYMBOLS
(Unified Soil Classification System)

- CL: USCS Low Plasticity Clay
- FILL: Fill (made ground)
- SC: USCS Clayey Sand
- SC-SM: USCS Clayey Sand
- SM: USCS Silty Sand
- SP-SC: USCS Poorly-graded Sand with Clay
- SP-SM: USCS Poorly-graded Sand with Silt

SAMPLER SYMBOLS

- Standard Penetration Test

WELL CONSTRUCTION SYMBOLS

ABBREVIATIONS

LL	- LIQUID LIMIT (%)
PI	- PLASTIC INDEX (%)
W	- MOISTURE CONTENT (%)
DD	- DRY DENSITY (PCF)
NP	- NON PLASTIC
-200	- PERCENT PASSING NO. 200 SIEVE
PP	- POCKET PENETROMETER (TSF)
TV	- TORVANE
PID	- PHOTOIONIZATION DETECTOR
UC	- UNCONFINED COMPRESSION
ppm	- PARTS PER MILLION

- Water Level at Time Drilling, or as Shown
- Water Level at End of Drilling, or as Shown
- Water Level After 24 Hours, or as Shown

KEY TO SYMBOLS - GINT STD US LAB.GDT - 7/17/13 10:08 - L:\GINT\PROJECTS\HID CO PCT 4 - SUNFLOWER PARK REC FACILITY IMP PRJ.GPJ

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BORING NUMBER B-1

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project
PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County
DATE STARTED 6/19/13 **COMPLETED** 6/19/13 **GROUND ELEVATION** 66 ft **HOLE SIZE** 4 inches
DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**
DRILLING METHOD Solid Stem Auger / Mud Rotary ▽ **AT TIME OF DRILLING** 8.00 ft / Elev 58.00 ft
LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** —
NOTES GPS 26°17'36.54"N, 98°02'52.98"W (Elev. Approx.) **AFTER DRILLING** —

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		(CL) Sandy Lean Clay, Brown, w/ Small Roots and Wood Fragments, Stiff, Dry	SPT 1		7-8-6 (14)			8				52
		(CL) Sandy Lean Clay, Dark Brown, Soft, Moist	SPT 2		2-2-2 (4)			16	28	12	16	
5			SPT 3		1-2-1 (3)			23				56
		(SC) Clayey Sand, Lean, Brown, Very Loose, Moist to Wet ▽	SPT 4		1-1-2 (3)			20	27	11	16	
10			SPT 5		1-1-2 (3)			27				32
15		(SC-SM) Silty, Clayey Sand, Brown, Medium Dense, Wet	SPT 6		7-10-11 (21)			21	NP	NP	NP	
20		(SP-SC) Poorly Graded Sand w/ Clay, Brown, Dense to Very Dense, Wet	SPT 7		11-21-30 (51)			22				12
25			SPT 8		14-14-20 (34)			27	29	17	12	
30			SPT 9		19-19-25 (44)			24				11

Bottom of borehole at 30.0 feet.

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BORING NUMBER B-2

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

DATE STARTED 6/19/13 **COMPLETED** 6/19/13 **GROUND ELEVATION** 69 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger / Mud Rotary ▽ **AT TIME OF DRILLING** 10.00 ft / Elev 59.00 ft

LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** —

NOTES GPS 26°17'36.12"N, 98°02'48.36"W (Elev. Approx.) **AFTER DRILLING** —

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		Fill Section at Boring Location (Approximately 2 Ft. in Height Above Natural Ground), No Soil Sampling or Testing Completed in the Layer										
		(CL) Sandy Lean Clay, Dark Brown to Brown, w/ Calcareous Nodules and Calcareous Streaks (Noted From 4.5 ft to 8.5 ft), Soft, Moist to Wet	SPT 1		2-2-2 (4)			20	28	14	14	
5			SPT 2		1-1-2 (3)			24				54
			SPT 3		1-2-2 (4)			21	27	13	14	
10		(SC) Clayey Sand, Lean, Brown, w/ Calcareous Nodules and Calcareous Streaks (Noted From 8.5 ft to 10 ft), Very Loose to Medium Dense, Wet ▽	SPT 4		2-2-2 (4)			20				49
			SPT 5		3-6-8 (14)			20	28	16	12	
15			SPT 6		9-10-11 (21)			20				13
20			SPT 7		8-13-14 (27)			23				
25		(SP-SC) Poorly Graded Sand w/ Clay, Brown, Dense, Wet	SPT 8		16-20-28 (48)			22				12
30		(CL) Sandy Lean Clay, Reddish Brown, Hard, Wet	SPT 9		12-17-20 (37)			23	37	19	18	
35												

Bottom of borehole at 35.0 feet.

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BORING NUMBER B-3

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

DATE STARTED 6/20/13 **COMPLETED** 6/20/13 **GROUND ELEVATION** 68 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger **AT TIME OF DRILLING** — No Water Strike Encountered

LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** —

NOTES GPS 26°17'36.38"N, 98°02'47.02"W (Elev. Approx.) **AFTER DRILLING** —

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		Fill Section at Boring Location (Approximately 3 Ft. in Height Above Natural Ground), No Soil Sampling or Testing Completed in the Layer										
5		(SC) Clayey Sand, Lean, Blackish Dark Brown to Brown, Loose, Moist	SPT 1		2-2-3 (5)			18	23	12	11	34
10		(CL) Sandy Lean Clay, Brown, Medium Stiff, Moist to Wet	SPT 2		3-3-3 (6)			21	25	15	10	51

Bottom of borehole at 10.0 feet.

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BORING NUMBER B-4

CLIENT Hidalgo County Pct. 4
PROJECT NAME Sunflower Park Rec. Facility Improve. Project
PROJECT NUMBER GL13012
PROJECT LOCATION Hidalgo County
DATE STARTED 6/20/13 **COMPLETED** 6/20/13
GROUND ELEVATION 67 ft **HOLE SIZE** 4 inches
DRILLING CONTRACTOR L&G Engineering Laboratory
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING — No Water Strike Encountered
LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E.
AT END OF DRILLING —
NOTES GPS 26°17'36.35"N, 98°02'45.23"W (Elev. Approx.)
AFTER DRILLING —

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		(SC) Clayey Sand, Lean, Blackish Dark Brown to Brown, w/ Small Roots (Noted From 0.5 ft to 2 ft), Very Loose to Loose, Moist to Wet	SPT 1		3-2-2 (4)			14	30	19	11	36
5			SPT 2		2-3-3 (6)			21	24	11	13	44

Bottom of borehole at 5.0 feet.

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BORING NUMBER B-5

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project
PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County
DATE STARTED 6/19/13 **COMPLETED** 6/19/13 **GROUND ELEVATION** 65 ft **HOLE SIZE** 4 inches
DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**
DRILLING METHOD Solid Stem Auger ▽ **AT TIME OF DRILLING** 9.00 ft / Elev 56.00 ft
LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** —
NOTES GPS 26°17'39.78"N, 98°02'50.46"W (Elev. Approx.) **AFTER DRILLING** --

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		(SC) Clayey Sand, Lean, Blackish Dark Brown, w/ Small Roots, Very Loose, Dry	SPT 1		2-2-2 (4)			11	29	17	12	
		(SC-SM) Silty, Clayey Sand, Brown, Very Loose to Medium Dense, Moist to Wet	SPT 2		2-3-3 (6)			22				31
5			SPT 3		1-1-1 (2)			21	22	16	6	
			SPT 4		1-2-2 (4)			20				33
10		▽	SPT 5		2-4-7 (11)			21				

Bottom of borehole at 10.0 feet.

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BORING NUMBER B-6

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

DATE STARTED 6/19/13 **COMPLETED** 6/19/13 **GROUND ELEVATION** 66 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger ▽ **AT TIME OF DRILLING** 8.00 ft / Elev 58.00 ft

LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** —

NOTES GPS 26°17'41.16"N, 98°02'48.90"W (Elev. Approx.) **AFTER DRILLING** —

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		(SC-SM) Silty, Clayey Sand, Blackish Dark Brown, w/ Small Roots (Noted From 0.5 ft to 2 ft), Very Loose to Loose, Dry to Moist	SPT 1		3-5-5 (10)			15				32
			SPT 2		2-3-3 (6)			22	24	18	6	
5			SPT 3		1-2-2 (4)			25				39
		(SM) Silty Sand, Brown, Loose to Medium Dense, Wet ▽	SPT 4		2-2-3 (5)			21	19	18	1	
10			SPT 5		4-7-10 (17)			19				16

Bottom of borehole at 10.0 feet.

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BORING NUMBER B-7

CLIENT Hidalgo County Pct. 4
PROJECT NAME Sunflower Park Rec. Facility Improve. Project
PROJECT NUMBER GL13012
PROJECT LOCATION Hidalgo County
DATE STARTED 6/19/13 **COMPLETED** 6/19/13
GROUND ELEVATION 66 ft **HOLE SIZE** 4 inches
DRILLING CONTRACTOR L&G Engineering Laboratory
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
▽ **AT TIME OF DRILLING** 7.00 ft / Elev 59.00 ft
LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E.
AT END OF DRILLING —
NOTES GPS 26°17'41.04"N, 98°02'46.92"W (Elev. Approx.)
AFTER DRILLING —

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		(SC) Clayey Sand, Lean, Blackish Dark Brown, Very Loose to Loose, Dry to Moist	SPT 1		2-2-2 (4)			15	23	15	8	
		(SC-SM) Silty, Clayey Sand, Brown, Loose to Medium Dense, Moist to Wet	SPT 2		2-3-3 (6)			21				33
5		▽	SPT 3		3-3-4 (7)			20	23	17	6	
			SPT 4		4-6-8 (14)			21				27
10			SPT 5		5-8-15 (23)			21				

Bottom of borehole at 10.0 feet.

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BORING NUMBER B-8

CLIENT Hidalgo County Pct. 4
PROJECT NAME Sunflower Park Rec. Facility Improve. Project
PROJECT NUMBER GL13012
PROJECT LOCATION Hidalgo County
DATE STARTED 6/20/13 **COMPLETED** 6/20/13
GROUND ELEVATION 66 ft **HOLE SIZE** 4 inches
DRILLING CONTRACTOR L&G Engineering Laboratory
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
▽ **AT TIME OF DRILLING** 7.50 ft / Elev 58.50 ft
LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E.
AT END OF DRILLING —
NOTES GPS 26°17'42.41"N, 98°02'46.22"W (Elev. Approx.)
AFTER DRILLING —

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		(SC-SM) Silty, Clayey Sand, Brown to Light Brown, Very Loose, Moist to Wet	SPT 1		2-1-1 (2)			16	25	19	6	31
			SPT 2		2-2-2 (4)			22	19	14	5	
5			SPT 3		3-2-2 (4)			22				27
		▽ (SP-SM) Poorly Graded Sand w/ Silt, Brown, Loose to Medium Dense, Wet	SPT 4		2-4-6 (10)			21	NP	NP	NP	
10			SPT 5		4-7-9 (16)			24				10

Bottom of borehole at 10.0 feet.

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BORING NUMBER B-9

CLIENT Hidalgo County Pct. 4 **PROJECT NAME** Sunflower Park Rec. Facility Improve. Project

PROJECT NUMBER GL13012 **PROJECT LOCATION** Hidalgo County

DATE STARTED 6/20/13 **COMPLETED** 6/20/13 **GROUND ELEVATION** 65 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger ▽ **AT TIME OF DRILLING** 8.00 ft / Elev 57.00 ft

LOGGED BY O. Contreras **CHECKED BY** D. Saenz, P.E. **AT END OF DRILLING** ---

NOTES GPS 26°17'44.20"N, 98°02'51.44"W (Elev. Approx.) **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		(SC) Clayey Sand, Lean, Blackish Dark Brown, w/ Small Roots, Very Loose, Dry	SPT 1		3-2-2 (4)			12	24	16	8	
		(SC-SM) Silty, Clayey Sand, Brown, Very Loose to Loose, Moist to Wet	SPT 2		2-2-2 (4)			21				33
5			SPT 3		1-1-2 (3)			21	22	15	7	
	▽		SPT 4		2-3-3 (6)			20				31
10			SPT 5		2-2-4 (6)			26				15

Bottom of borehole at 10.0 feet.

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APPENDIX C – POTENTIAL VERTICAL RISE

Project: Sunflower Park Geo
Number: GL13012
Boring: B-1
Date: 7/16/13
Engineer: David A. Saenz, P.E.

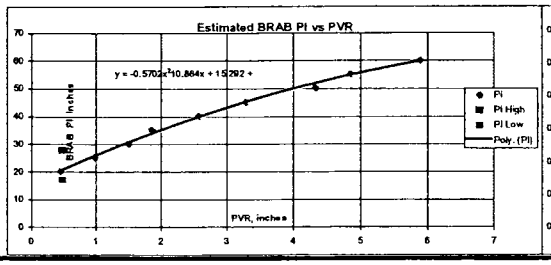
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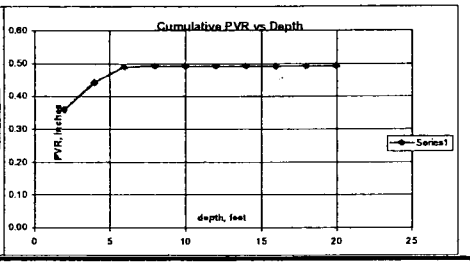
Existing in-situ soil has a PVR of approximately 0.5 inches at this location.

Additional Surcharge 0 psi
Wet Density 125 pcf

Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2	16	0	2	1	dry	100%	6.0	0.00	0.36	0.36	0.36	0.36
2	2	4	16	2	4	3	wet	100%	4.0	0.19	0.28	0.08	0.08	0.44
3	4	6	16	4	6	5	wet	100%	4.0	0.28	0.32	0.05	0.05	0.49
4	6	8	16	6	8	7	wet	100%	4.0	0.32	0.33	0.00	0.00	0.49
5	8	10	16	8	10	9	wet	100%	4.0	0.33	0.33	0.00	0.00	0.49
6	10	12	16	10	12	11	wet	100%	4.0	0.33	0.33	0.00	0.00	0.49
7	12	14	7	12	14	13	wet	100%	3.0	0.25	0.25	0.00	0.00	0.49
8	14	16	7	14	16	15	wet	100%	3.0	0.25	0.25	0.00	0.00	0.49
9	16	18	12	16	18	17	wet	100%	3.0	0.25	0.25	0.00	0.00	0.49
10	18	20	12	18	20	19	wet	100%	3.0	0.25	0.25	0.00	0.00	0.49

* Note PI = 7 was utilizied as the lowest bound number (all NP to 7 were modeled as at least PI=7)





Equivalent BRAB PI
15

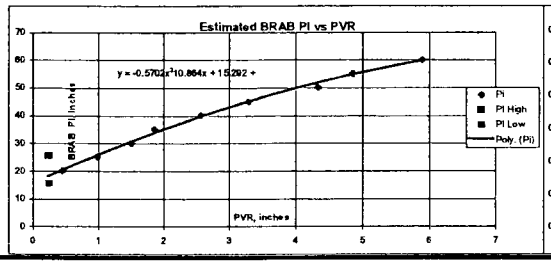
Project: Sunflower Park Geo
Number: GL13012
Boring: B-8
Date: 7/16/13
Engineer: David A. Saenz, P.E.

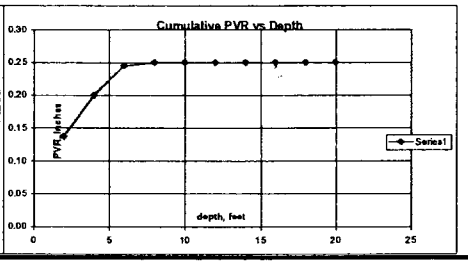
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Existing in-situ soil has a PVR of approximately 0.3 inches at this location.

Additional Surcharge 0 psi
Wet Density 125 pcf

Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2	7	0	2	1	dry	100%	3.0	0.00	0.14	0.14	0.14	0.14
2	2	4	7	2	4	3	wet	100%	3.0	0.14	0.20	0.06	0.06	0.20
3	4	6	7	4	6	5	wet	100%	3.0	0.20	0.25	0.05	0.05	0.25
4	6	8	7	6	8	7	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
5	8	10	7	8	10	9	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
6	10	12	7	10	12	11	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
7	12	14	7	12	14	13	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
8	14	16	7	14	16	15	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
9	16	18	7	16	18	17	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
10	18	20	7	18	20	19	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25





Equivalent BRAB PI
7

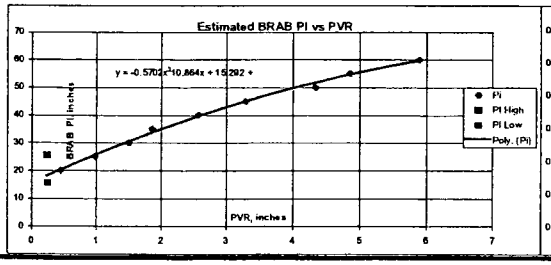
Project: Sunflower Park Geo
Number: GL13012
Boring: B-9
Date: 7/16/13
Engineer: David A. Saenz, P.E.

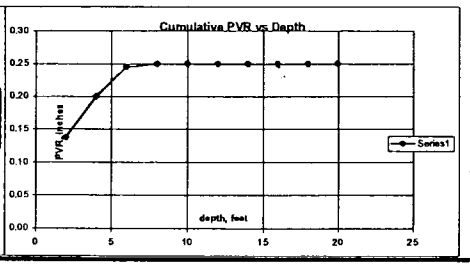
L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Existing in-situ soil has a PVR of approximately 0.3 inches at this location.

Additional Surcharge 0 psi
Wet Density 125 pcf

Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2	8	0	2	1	dry	100%	3.0	0.00	0.14	0.14	0.14	0.14
2	2	4	8	2	4	3	wet	100%	3.0	0.14	0.20	0.06	0.06	0.20
3	4	6	7	4	6	5	wet	100%	3.0	0.20	0.25	0.05	0.05	0.25
4	6	8	7	6	8	7	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
5	8	10	7	8	10	9	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
6	10	12	7	10	12	11	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
7	12	14	7	12	14	13	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
8	14	16	7	14	16	15	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
9	16	18	7	16	18	17	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25
10	18	20	7	18	20	19	wet	100%	3.0	0.25	0.25	0.00	0.00	0.25





Equivalent BRAB PI
7

Project: Sunflower Park Geo
Number: GL13012
Boring: Proposed Slab on Grade Str (Based on B-1)
Date: 7/16/13
Engineer: David A. Saenz, P.E.

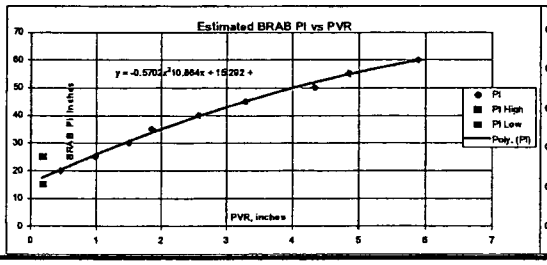
L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

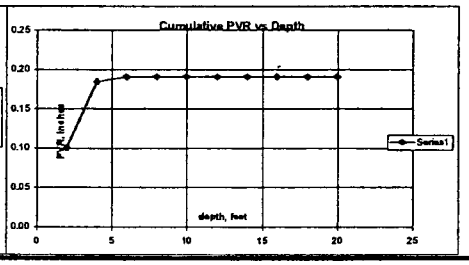
Proposed Conditions show a PVR of approximately 0.2 inches based on the 'Foundation Recommendations' section of the report.

Additional Surcharge 1 psi Assume from SOG Found.
Wet Density 125 pcf

	Layer	Top	Bottom	PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
Replace Top 12" Struc Fill	1	0	2	16	1	3	2	avg	100%	5.0	0.20	0.30	0.10	0.10	0.10
	2	2	4	16	3	5	4	wet	100%	4.0	0.23	0.32	0.08	0.08	0.18
	3	4	6	16	5	7	6	wet	100%	4.0	0.32	0.33	0.01	0.01	0.19
	4	6	8	16	7	9	8	wet	100%	4.0	0.33	0.33	0.00	0.00	0.19
	5	8	10	16	9	11	10	wet	100%	4.0	0.33	0.33	0.00	0.00	0.19
	6	10	12	16	11	13	12	wet	100%	4.0	0.33	0.33	0.00	0.00	0.19
	7	12	14	7	13	15	14	wet	100%	3.0	0.25	0.25	0.00	0.00	0.19
	8	14	16	7	15	17	16	wet	100%	3.0	0.25	0.25	0.00	0.00	0.19
	9	16	18	12	17	19	18	wet	100%	3.0	0.25	0.25	0.00	0.00	0.19
	10	18	20	12	19	21	20	wet	100%	3.0	0.25	0.25	0.00	0.00	0.19

* Note PI = 7 was utilizied as the lowest bound number (all NP to 7 were modeled as at least PI=7)





Equivalent BRAB PI
15

SECTION 00300

BID FORM

PROJECT: 2016-145-04-13-MSS (Landscaping/Structural and Irrigation Construction for the San Carlos Community Resource Center Project.

PLACE: Hidalgo County Purchasing Department, Hidalgo County New Administration Building, 2802 South Business Hwy. 281, (Southeast of Canton Road and Business 281), Edinburg, Texas.

DATE: April 13, 2016

TIME: 3:00 PM

TO: Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Hidalgo County Purchasing Department

1. Pursuant to and in compliance with the Invitation for Bid and the proposed contract documents dated March 18, 2016; Mata+Garcia Architects LLP to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, for the following sum of money:

   A. BID: Landscaping: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), by the date set forth by the general contractor as the completion date of the project.

   _____DOLLARS($_____)

   B. BID: Retaining Wall: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), add the following amount:

   _____DOLLARS($_____)

   C. BID: Irrigation System: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), deduct the following amount:

   _____DOLLARS($_____)

   D. BID TOTAL: for items A, B and C listed above: All labor, materials, services, and equipment necessary for the work shown on the drawings and specifications, (Contract Documents), add the following amount.

   _____DOLLARS($_____)

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance coverage, with the Owner for the entire work as per the Contract Documents within ten (10) days after the Notice of Award. It is agreed that his proposal is subjected to the owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a Certificate Check or Bidders Bond in the amount of $_____in compliance with the specifications requirements. (5% of highest amount proposed.) The above check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance are not within the time set forth above.

4. Extra Work:
   The undersigned agrees that should any change in the work or extra work be ordered, the allowance for overhead and profit contained shall be as scheduled below, but in no case shall it exceed 15%. The following applicable percentages shall be added to the extra work cost as defined by Article 12 of the General Conditions.
   A. Allowance to the Contractor for overhead and profit for extra work provided by his own forces _____%
   B. Allowance to the Contractor for overhead and profit for extra work provided by a subcontractor and supervised by the contractor _____%

5. The undersigned agrees to the following:
   A. To furnish all labor and materials as shown and specified.
   B. To complete the base bid including anticipated delay days due to inclement weather or muddy ground conditions in _____ calendar days.(Completion date as set by General Contractor.)
   C. To work _____ days per week.
   D. To start work _____ days after notice of award of contract.

6. Receipt is acknowledged of the following addends:
   No._____ Date:_____
   No._____ Date:_____

7. The Bidder attests and affirms that he and his subcontractors are skilled experienced in the use and interpretation of plans, specifications addenda, and related bid documents and has found them to be free of conflict and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils repairs and the site of the work, and through his own personal observations has satisfied himself as to the nature, location and requirement of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his proposal solely on these documents and personal observation and has not relied in any way explanation or interpretation and or written from any source other than those written and issued by the Architect/Engineer.

8. The Bidder agrees that the owner has the right to accept or reject any or all bids and to waive all informalities.

9. The undersigned bidder, by signing and executing this bid, certifies and represents to the County of Hidalgo that Bidder has not offered, conferred or agreed to confer any pecuniary benefits, as defined by TEX. PENAL CODE ANN. S218, or any other thing or value, as consideration for the receipt of information or any specs treatment or advantage relating to this proposal; the Bidder also certifies, and presents, that the Bidder has not offered, conferred or agreed to confer any penicuniary benefit or other thing conferred of value as consideration not authorized by the law, the Bidder also certifies and represents that proposer has not received any information not available to other Bidders so as to give the undersigned a preferential advantage with respect to this bid; the

Bidder further certifies and represents that Bidder has not violated any state, federal or local low, regulation or ordinance relating to bribery, improper influence, collusion or that the Bidder will not, in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the County of Hidalgo in return for the person having exercised the person's official discretion, power or duty with respect to this proposal, the Bidder certifies and represents that is has now, and will not in the future, offer, confer, or agree to confer a pecuniary benefit or other thing of value of any officer, trustee, agent, or employee of the County of Hidalgo in connection with information regarding this bid; the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Respectfully submitted;

Proposer_____ Signed by:_____
Name of Firm

Address_____ Name:_____

_____ Title:_____

_____ Date:_____

Phone No:_____ Fax No:_____

(Seal if bidder is a corporation.)

Please complete and attach the Breakdown Bid Forms

END OF SECTION

San Carlos Community Center
Hidalgo County, Texas

Breakdown ***Bid Form***

1.0	General Items	Qty	Unit	Cost/Unit	Cost
1.1	Mobilization/Demobilization	1	LS		
1.2	Sod Drip & Spray Irrigation Areas	3,142	SY		
1.3	Landlok 450 Reinforcement Matting	383	SY		
1.4	3x5 Rock Rip Rap on Filter Fabric	56	SY		
	Total General Items				

2.0	Landscape Improvements	Qty	Unit	Cost/Unit	Cost
2.1	Install Landscape Beds Complete in Place	1	LS		
2.2	Furnish and Install Plants	1	LS		
2.3	Raised Planting Bed	5	EA		
	Total Landscape Improvements				

3.0	Irrigation System Improvements	Qty	Unit	Cost/Unit	Cost
3.1	XFS Dripline	18,855	LF		
3.2	2" Sch 40 PVC	571	LF		
3.3	1" Sch 40 PVC	859	LF		
3.4	1/2" Sch 40 PVC	335	LF		
3.5	1" Drip Control Valve & Box	11	EA		
3.6	1.5" Spray Irrigation Control Valve & Box	2	EA		
3.7	1" Brass Ball Valve	13	EA		
3.8	1/2" Air Release Valve & Box	11	EA		
3.9	1" Flush Valve & Box	11	EA		
3.10	Spray Irrigation Rotors	35	EA		
3.11	16 Station Irrigation Controller	1	LS		
3.12	3'x3' Concrete Pad	1	LS		
	Total Irrigation System Improvements				

San Carlos Community Center
Hidalgo County, Texas

Breakdown ***Bid Form***

4.0	**Make Up Water System Improvements**	Qty	Unit	Cost/Unit	Cost
4.1	2" Sch 40 PVC	40	LF		
4.2	2" Galvanized Metal Pipe	10	LF		
4.3	2" Control Valve & Box	1	EA		
4.4	2" Brass Ball Valve	1	EA		
4.5	Furninsh and Install Floats and Controls	1	LS		

Total Make Up Water System Improvements _____

5.0	**Retaining Wall Improvements**	Qty	Unit	Cost/Unit	Cost
5.1	Retaining Wall Two Tier 6' Section	172	LF		
5.2	Retaining Wall Single Tier 4' Section	207	LF		

Total Retaining Wall Improvements _____

1.0 Total General Items _____

2.0 Total Landscape Improvements _____

3.0 Total Irrigation System Improvements _____

4.0 Total Make Up Water System Improvements _____

5.0 Total Retaining Wall Improvements _____

Total Base Bid _____

SECTION 00400

SUPPLEMENTS TO BID FORMS

BID SECURITY

Each bid must be accompanied by Bid Security in the amount of 5% of the largest possible data of the bid submitted.

The Bid Security may be by cash, certified check or a Bid Bond. The Bid Bond must be executed by the bidder as principal. The Bid Bond form and Security Company are subject to approval by the Owner and the Surety must comply with requirements noted in the General Conditions.

The bid securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder anytime thereafter so long as he has not been notified of the acceptance of his bid.

END OF SECTION

SECTION 00500

AGREEMENT FORM

Agreement (Stipulated Price)

The Agreement will be executed on AIA Document Number A-101 "Standard Form of Agreement between Owner and Contractor", 2007 edition. A sample of this form is attached to the County of Hidalgo "Front End Documents".

END OF SECTION

SECTION 00600

BONDS AND CERTIFICATES

The Contractor shall furnish the following Bonds and Certificates to be delivered simultaneously with the executed contract:

a. Performance Bond
b. Labor and Materials Payment Bond
c. Certificates of Insurance-Provide on AIA document G-705

The Performance, Labor and Materials Bond shall be provided on Bonds which comply with Article 5160 of the revised Civil Statues of the state of Texas as amended by the Acts of the 64th Legislature 1975 and acts of the 65th Legislature, 1977.

The surety on such bonds shall be a surety company satisfactory to the Owner. See Article 7 of the Supplementary Condition.

Costs of the above stated bonds and insurance are to be included in the bid.

Attorneys-in-Fact who sign bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

The Performance Bond shall guarantee the repair and maintenance of all defects due to faulty materials and workmanship that appear within one (1) year from date of substantial completion.

AIA Document A310-Bid Bond,
AIA Document A101 / Standard form of agreement between
Owner and Contractor 2007
Performance Bond, AIA Document A312
"Payment Bond"
AIA Document A201 General Conditions of the Contract for Construction 2007

Refer to the County Of Hidalgo "Front End Documents" for additional information.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART I GENERAL

1.01 SECTION INCLUDES

A. Contractor use of site.
B. Work Sequence.
C. Owner occupancy.

1.02 CONTRACTOR USE OF SITE

A. Limit use of site to allow:
   1. Owner occupancy. (County crews working on grading for adjacent park.)
   2. Work by Others and Works by Owner (A separate request for bid contract will be issued for construction work on amenities for the adjacent Sunflower Park.)
B. Construction Operations: Limited to areas noted on Drawings. (To be reviewed at Pre-Bid Meeting on Monday, October 28, 2013 at 3:00 P.M. at Hidalgo County Purchasing Department Conference Room, 2812 Business Hwy. 281, Edinburg, Texas, 75839.
C. Construction Operations outside of limits of construction shall be coordinated with Owner to minimize impact to Owner operations.
D. Utility Outrages and Shutdown: Coordination with Owner to avoid disruption of Owner's activities.

1.03 WORK SEQUENCE

A. Construct work in phases to accommodate Owner's occupancy requirements during the construction period, coordinate construction schedule and operations with such that all work outside of the limits of construction is scheduled to occur at times areas are not required for Owner operations.

1.04 OWNER OCCUPANCY

A. The Owner intends to occupy the entire campus area outside the limits of Construction.
B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operation.
C. Scheduled the work to accommodate this requirement.

END OF SECTION

SECTION 01020

ALLOWANCES

PART I GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Each specification section listed in paragraph 1.04 of this section

1.02 CONTINGENCY ALLOWANCE

A. Use moneys in Contingency Allowance only on issuance of written directive by the architect.

B. Include in bid for inclusion in contract sum, Contingency Allowance of $10,000.00 (Ten Thousand Dollars.)

C. The contractor's base bid shall include overhead, profit, insurance and taxes for the Contingency Allowance. Contingency Allowance request shall include the following costs: (1) Products (2) Labor (3) Transportation (4) Equipment rental (5) other direct expenses.

D. Money remaining in allowance at the close of the project, is to be credited to Owner by Change Order, or transferred to other allowances as directed by Architect.

1.03 ALLOWANCE FOR PRODUCT USE

A. Purchase products under each Allowance as directed by the Architect.

B. Amount of Allowances includes:

1. Net cost of product
2. Delivery and unloading at site
3. Applicable taxes

C. In addition to amounts of allowances, include in bid, for inclusion in contract sum, contractors' cost for: (1) Handling at site, including uncrating and storage (2) Protection from damage from elements (3) Labor, installation and finishing (4) Other expenses required to complete installation (5) Contractors' overhead, profit and insurance.

D. Money remaining in allowance at close of project, credited to Owner by Change Order, or to other allowances as directed by Architect.

1.04 SELECTION OF PRODUCTS

A. Architect's duties:

1. Consult with contractors in consideration of products and supplies to be used.
2. Make selection, designate products to be used.
3. Make recommendations for consideration by Owner.
4. Notify Owner of any effect anticipated by selection of product or supplier under supplier consideration:
   a. Construction schedule.
   b. Contract sum.
5. On notice of approval, enter Purchase Agreement with designated supplier.

1.05 DELIVERY

A. Contractor's responsibility:

1. Arrange for delivery and unloading.
2. Promptly inspect products for damage or defects.
3. Submit claims for transportation damage.

1.06 INSTALLATION

A. Do not exceed allowance without Architect's approval.

B. Should actual approved purchase cost be more or less than specified amount of allowance, contract sum will be adjusted by change order equal to amount of difference.

C. For Products specified under unit other data to substantiate quantity actually used.

END OF SECTION

SECTION 01027

APPLICATION FOR PAYMENT

PART I GENERAL

1.01 SECTION INCULDES

A. Procedures for preparation and submittal of Application for Payment from Contractor to the Architect.
B. Schedule of Values.

1.02 RELATED SECTIONS

A. Section 01300-Submittal procedures.
B. Section 01700-Contract Closeout: Final Payment.

1.03 FORMAT

A. AIA G702-Application and Certificate for Payment including continuation sheets when required, for submission to the Architect.
B. AIA G722 and G723-Project Application and project certificate for payment and project application summary for submission to the architect.
C. For each item, provide a column for listing: Item Number; Description of Work; Scheduled Value, Previous Applications: Authorized Change Orders; Total Completed and Stored to Date of Application; Percentage of Completion; Balance to Finish; and Retainage.

1.04 SCHEDULED OF VALUES

A. Present required information of AIA G702 for scheduled of values in typewritten form or on electronic media printout.
B. Submit Schedule of Values itemizing work on contract drawings and itemizing work of each specification section and products found within.
C. Further breakout all significant products or components of contract work with the total value broken into material and labor categories. Organize categories in similar order to specifications.
D. Specifically show values for all work required in Specifications Section 01700.
E. Specifically show values for all allowances.
F. Schedule of value shall be approved prior to first application for payment

1.05 PREPARATION OF APPLICATIONS

A. Present required information in typewritten form or on electronic media printout.
B. Executed certification by signature of authorized officer.
C. Use data from approved Scheduled of Values. Provide dollar value in each column for each item for portion of work performed and for stored products.
D. List each authorized Change Order as an extension on continuation sheet, listing Change Order numbered and dollar amount as for an original item of work.
E. Prepare Application for Final Payment as specified in Section 01700.

1.06 SUBMITTAL PROCEDURES

A. Submit four copies of each Application for Payment (Form G702).
B. Submit an updated construction scheduled with each Application for Payment.
C. Submit under transmittal letter specified in Section 01300.
D. General Contractor will submit Form G722 and G723 to Architect.

1.07 SUBSTANTIATING DATA

A. When Architect requires substantiating information, submit data justifying dollar amounts in question.

B. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

END OF SECTION

SECTION 01028

CHANGE ORDER PROCEDURES

PART I GENERAL

1.01 SECTION INCLUDES

A. Submittals
B. Documentation of change in Contract Sum/Price and Contract Time.
C. Change Procedures
D. Construction Change Authorization
E. Agreed Lump Sum Change Order
F. Agreed Unit Price Change Order
G. Field Cost of Plus Change Order
H. Execution of Change of Contractor Submittals.

1.02 RELATED SECTIONS

A. Section 01027-Applications for Payment: Payment applications.
B. Section 01300-Submittals: Work schedule
C. Section 01600-Materials and Equipment: Product options and substitutions.
D. Section 01700-Contract Close out: Project Record Documents.

1.03 SUBMITTALS

A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's empty or Subcontractors of change to the Work.
B. Change Order Forms: AIA G701/CM Change Order.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME

A. Maintain detailed records of work done. Provide full information required for evaluation of proposed changes and to substantiate costs of changes in the Work.
B. Document each quotation for a change in cost or time with sufficient data allow evaluation of the quotation.
C. On request, provide additional data to support computations:
    1. Quantities of products, labor and equipment
    2. Taxes, insurance and bonds.
    3. Overhead and profit
    4. Justification for any change in Contract Time.
    5. Credit for deletions from Contract Time.
D. Support each claim for additional costs, and for work done on an actual field cost plus basis, with additional information:
    1. Origin and date of claim.
    2. Dates and times work was performed, and by whom.
    3. Time records and wages rates paid.
    4. Invoices and receipts for products, equipment, and subcontractors, similarly documented.

1.05 CHANGE PROCEDURES

A. The Architect will advise of minor change in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on AIA Form G710

B. The Architect may issue a Proposal Request, which includes a detailed description of a proposed change with supplementary or revised drawings and specifications. The General Contractor will prepare and submit a cost proposal within 20 days.

1.06 CONSTRUCTION CHANGE AUTHORIZATION

A. Architect may issue a document, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

B. The document will describe changes in the Work, and for subsequent inclusion in a Change in the Work, and will designate method of determining any change in Contract Sum/Price or Contract Time.

C. Promptly execute the change in Work.

1.07 GREED LUMP SUM CHANGE ORDER

A. For general construction work, the contractor will submit a breakdown consistent with his pay estimate breakdown, detailed with estimate quantities for both labor and materials. The contractor will be allowed the actual cost of materials, labor, payroll taxes and insurance, builder's risk insurance, bond and other itemized direct job site expenses as previously approved by the Owner. If the scope of construction is reduced by the Owner such as such that the general contractor will not incur cost for the deleted work, the general contractor will not credit those costs to the Owner, and retain only his overhead and profit. If extra work is requested by the Owner, the general contractor will be allowed to add to his actual costs a percentage as noted in paragraphs B and C below to cover his overhead and profit.

B. Actual Cost of work $500 or More:

Allowable mark-up percentage for overhead and profit will be 20 percent on the first $10,000, 15 percent on the next $10,000, and 10 percent on the balance over $20,000.

If subcontracted work is involved, the general contractor will include with this proposal a detailed breakdown for the subcontractor in accordance with the above requirements for the general contractor. The subcontractor will be allowed the same mark-up percentages as provided for the general contractor.

The general contractor will be allowed the following mark-up on subcontracted work: a maximum of 10 percent on the first $30,000, 7-1/2 percent on the next $30,000, and 5 percent on the balance over $60,000.

C. Actual Cost of Work Less Than $500:

Overhead and profit mark-up for extra work with an actual cost of less than $500 shall be negotiated. The contractor shall present to the Owner itemized evidence of reasonable expenditures and efforts necessitated by the changes in scope of work.

Payments of change orders in amounts less then $500 shall be deferred until one of the following conditions occur: (1) subsequent change orders increase accumulative total of $500 or more, or (2) ninety days expire after acceptance of the change order, or (3) final payment is made for the completion of work that has a period of less than 90 days.

1.08 NEGOTIATED COST

A. The contractor upon receipt of a written order signed by the Owner shall promptly proceed with the work involved. The cost of such work shall than be determined by the Architect on the basis or reasonable expenditures and savings of those performing the work attributable to the change, including, in the case on increase in the Contract Sum, a reasonable allowance experimenters and savings of those performing the work attributable to the change, including, in the case on increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the contractor shall keep and present, in such form as the architect may prescribed, and itemized accounting together with appropriate supporting data for inclusion in a change order. Unless otherwise provided in the Contract in a change order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field personnel directly attributable to the change.

1.09 EXECUTION OF CHANGE ORDERS

A. Execution of Change of Orders: Architect will issue Change Orders for signatures of parties as provided in the Condition of the Contract.

1.10 CORRELATION OF CONTRACTORS SUBMITTALS

A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price.

B. Promptly revise progress schedules to adjust time for other items of work affected by the change, and resubmit.

C. Promptly enter change in Project Record Documents.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART I GENERAL

1.01 SECTION INCLUDES

A. Coordination.
B. Field engineering.
C. Alteration project procedures.
D. Cutting and patching.
E. Pre-construction conference.
F. Progress meeting.
G. Pre-installation conferences.
H. Scheduling.

1.02 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work with various section, having, interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
C. Coordinate space requirements and installation of mechanical and electrical work, which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.03 FIELD ENFINEERING

A. Employ a Land Surveyor registered in the State of Texas and acceptable to the Owner.
B. Contractor to locate and protect survey control and reference points.
C. Control datum for survey is that established by Owner provided survey and as shown on Drawings.
D. Provide field engineering services. Establish elevations, lines and levels, utilizing recognized engineering survey practices.

1.04 ALTERATION PROJUCT PROCEDURES

A. Materials: As specified in product sections; match existing products and work for patching and extending work.
B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
C. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to specified conditions.
D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

E. Where new work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent work in texture and appearance.

F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

G. Where change of plane of V4 inch or more occurs, submit recommendation for providing a smooth transition for Architect review.

H. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfection.

I. Finish surfaces as specified in individual product sections.

1.05 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements which affects:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.
   4. Visual qualities of sight-exposed elements.
   5. Work of Owner of separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover work to install or correct ill-timed work.
   3. Remove and replace defective and non-conforming work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical work.

D. Execute work by methods that will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.

E. Cut rigid materials using masonry saw or core drill.

F. Restore work with new products in accordance with requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

J. Identify any hazardous substance or condition exposed during the Work to the Architect for decision or remedy.

1.06 PRE-CONSTRUCTION CONFERENCE

A. Architect will schedule a meeting after Notice to Proceed.

B. Attendance Required: Owner, Architect, Engineers, Contractor, and major Sub-contractors.

C. Agenda:
   1. Submission of executed bonds and insurance certificates.
   2. Distribution of Contract Documents.
   3. Submissions of list of Sub-Contractors, list of products, schedule of values, and progress schedule.
   4. Designation of personnel representing the parties in Contract, and the Architect.
   5. Procedures and processing of field decisions, submittals substitutions, applications for payments, proposal request, Change Orders, and contract closeout procedures.
   6. Scheduling.

1.07 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within seven days to Architect, Owner, participants, and those affected by decisions made.

C. Attendance Required: Job superintendent, major Sub-contractors and suppliers, owner, architect, as appropriate to agenda topics for each meeting.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Review of Application For Payment.
14. Other business relating to Work.

1.08 PRE-INSTALLATION CONFERENCES

A. When required in individual specification section, convene a pre-installation meeting at work site prior to commencing work of the Section.

B. Require attendance of parties directly affecting, or affected by, work of the specific Section.

C. Notify Architect seven days in advance of meeting date.

D. Prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, with two copies to Architect.

E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

1.09 SCHEDULING

A. The General Contractor will produce an overall project schedule.

B. Bid Package contractors and suppliers will provide individual work schedule data and input to the construction Manager.

END OF SECTION

SECTION 01040

CONTRACT COORDINATION

PART I GENERAL

1.01 SECTION INCLUDES

A. Coordination of work of contract.

1.02 RELATED REQUIREMENTS

A. Section 01005-Administrative Provisions.

B. Section 00145-Cutting and patching.

1.03 DESCRIPTION

A. Coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

1.04 MEETINGS

A. In addition to progress meetings specified in Section 01005, hold coordination meetings and pre-installation conferences with personnel and subcontractors to assure coordination of work.

1.05 COORDINATIONS OF SUBMITTALS

A. Schedule and coordinate submittals specified in section 01300.

B. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Coordinate requests for substitutions to assure compatibility of space, of operating elements, and affect of work of other sections.

1.06 COORDINATION OF SPACE

A. Coordinate use of project space and sequence of installation of mechanical, electrical and plumbing work that is indicated diagrammatically on drawings. Follow routings shown for pipes, ducts, and conduits as closely as practicable, with due allowance or available physical space; make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

B. In finish areas conceal pipes, ducts and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

1.07 COORDINATION OF CONTRACT CLOSEOUT

A. Coordinate completion and clean up of work separate sections in preparation for substantial completion.

B. After owner occupancy of premises, coordinate access to site by various sections for correction of defective work not in accordance with contract documents, to minimize disruption of owner's activities.

C. Assemble and coordinate closeout submittals specified in Section 01700.

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART I GENERAL

1.01 REQUIRMENTS INCLUDE

A. Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and back fill, required to complete the work or to:
   1. Make its several parts fit together properly.
   2. Uncover portions of the work to provide for installation of ill-times work.
   3. Remove and replace defective work.
   4. Remove and replace work not conforming to requirements of contract documents.
   5. Remove samples of installed work as specified for testing.
   6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.02 SUBMITTALS

A. Submit a written request to Architect/Engineer well in advance of executing and cutting or alteration which effects:
   1. Work of the owner or any separate contractor.
   2. Structural value or integrity of any element of the project.
   3. Integrity or effectiveness of weather-exposed or moisture resistant elements or systems.
   4. Efficiency, operational life, maintenance or safety of operational elements.
   5. Visual qualities of sight-exposed elements.

B. Request shall include:
   1. Identification of the project.
   2. Description of the affected work.
   3. The necessity for cutting, alteration or excavation.
   4. Effect on work of owner or any separate contractor, or on structural or weatherproof integrity of project.
   5. Description of proposed work:
      a. Scope of cutting, patching, alteration, or excavation.
      b. Trades who will execute work.
      c. Products proposed to be used.
      d. Extent of refinishing to be done.
   6. Alternatives to cutting, when applicable.
   7. Cost proposal, when applicable.

C. Should conditions of the work or the schedule indicate a change of products from original installation, contractor shall submit request for substitution.

D. Submit written notice to Architect/Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

A. Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

A. Inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering of work, inspect conditions affecting installation of products, or performance of work.

C. Report unsatisfactory or questionable conditions to Architect/Engineer in writing; do not proceed with work until Architect/Engineer has provided further instructions.

3.02 PREPARATION

A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.

B. Provide devices and methods to protect other portions of project from damage.

C. Provide protection from elements for that portion of the project that may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

A. Execute cutting sand demolition by methods that will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.

B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

C. Employ original installer or fabricator to perform cutting and patching for:
   1. Weather-exposed or moisture resistant elements.
   2. Sight-exposed finished surfaces.

D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finish.

E. Restore work that has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.

F. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes;
   1. For continuous surfaces, refinish to nearest intersection.
   2. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01050

FIELD ENGINEERING

PART I GENERAL

1.01 DESCRIPTION

A. Work included: Provide and pay for field engineering services required for project.
   1. Survey work required herein.
   2. Other professional engineering services required to execute Contractor's construction methods.

B. Related Work Described Elsewhere:

1.	Earthwork	Section 02200
2.	Concrete Footings	Section 02300
3.	Concrete Walks	Section 02510
4.	Asphaltic Concrete Paving	Section 02513
5.	Portland Cement Concrete Paving	Section 02515
6.	Concrete Curbs and Gutters	Section 02528

1.02 QUALIFICATIONS OF SURVEYOR

A. Qualified land surveyor registered in state in which project is located.

B. Approved in writing by Architect.

1.03 SURVEY REFERENCE POINTS

A. Existing basic horizontal and vertical control points for project are those designated on the drawings.

B. Location: Verify and protect control points (bench marks) prior to beginning work and preserve permanent reference points during construction.

1.04 PROJECT SURVEY REQUIREMENTS

A. Establish minimum of two (2) permanent bench marks on site, referenced to survey control points. Record locations, with horizontal and vertical data, on the Project Record Documents as per Section 01720.

B. Establish lines and levels, locate and layout, by instrumentation.
   1. Site improvements:
      a. Stakes for grading, fill and topsoil replacement.
      b. Utility lines slopes and invert elevations.
      c. Pavement and curb elevation for all driveways and parking areas.
   2. Batter board for structures.
   3. Building foundations, column locations and floor elevations.
   4. Controlling lines and levels required for mechanical and electrical trades.

C. Establish all external corner locations for structures at same time. Verify setbacks and distances to property lines with information given on drawings.

D. Promptly notify architect of any errors or discrepancies encountered; await interpretation prior to proceeding with work.

1.05 RECORDS

A. Maintain complete, accurate log of all control points and survey work as it progresses.

1.06 SUBMITTALS

A. Submit documentation to verify accuracy of field engineering work upon Architects request.

B. Submit certification signed by surveyor certifying that elevations and locations are in conformance, or non-conformance with the Contract Documents.

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART I GENERAL

1.01 REQUIREMENTS INCLUDED

A. Applicability of reference standards.
B. Provisions of reference standards at site.
C. Acronyms used in contract documents for reference standards. Source of reference standard.

1.02 RELATED REQUIREMENTS

A. General and supplementary conditions of the contract.

1.03 QUALITY ASSURANCE

A. For products or workmanship specified by association, trade, or federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
B. The date of the standard is that in effect as of the Bid date, or date of Owner-contractor agreement when there are no bids, except when a specific date is specified.
C. When required by individual specification section, obtain coy of standard. Maintain copy at job site during submittals, planning, and progress of the specific work, until substantial completion.

1.04 SCHEDULE OF REGERENCES

AA — Aluminum Association
818 Connecticut Avenue, N. W.
Washington, DC 20006

AABC — Associated Air Balance Council
1000 Vermont Avenue, N. W.
Washington, DC 20001

ACI — American Concrete Institute
Box 19150
Redford Station
Detroit, MI 48219

ADC — Air Diffusion Council
435 North Michigan Avenue
Chicago, IL 60611

AGC — Associated General Contractors of America
1957 E> Street, N. W.
Washington, DC 20006

AI — Asphalt Institute
Asphalt Institute Building
College Park, MD 20740

AITC — American Institute of Timber Construction
333 W> Hampden Avenue
College Park, MD 20240

AISC	American Institute and Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street, N. W. Washington, DC 20036
AMCA	Air Movement and Control Association 30 West University Drive Arlington Heights, IL 60004
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
ARI	Air Conditioning and Refrigeration Institute 1815 North Fort Myer Drive Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigeration And Air Conditioning Engineers 345 East 47th Street New York, NY 10017
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers Association Association Building Ninth and Minnesota Hastings, NE 68901
ASTM	American Society for Testing And Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Association 6666 West Quincey Avenue Denver, Colorado 80235
AWI	Architectural Woodwork Institute 2310 South Walter Reed Drive Arlington, VA 22206
AWPA	American Wood-Preservers Association 7735 Old Georgetown Rd. Bethesda, MD 20014

AWS	American Welding Society 2501 NW 7th Street Miami, FL 33125
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street Suite 2110 Chicago, IL 60601
EJMA	Expansion Joint Manufacturers Association 708 Westchester Avenue White Plains, NY 10604
FM	Factory Mutual System 1151 Boston-Providence Turnpike Norwood, MA 02062
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201
IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
IMIAC	International Masonry Industry All-Weather Council International Masonry Institute 823 15th Street, N.W. Washington, DC 20005
NEBB	National Electrical Manufacturers' Association 8224 Old Courthouse Road Vienna, VA 22180
NEMA	National Electrical Manufacturer's Association 2101 L Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269

PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 20076
PS	Product Standard U.S. Department of Commerce Washington, DC 20203
SDI	Steel Door Institute 712 Lakewood Center North Cleveland, OH 44107
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART I GENERAL

1.01 SUMMARY

A. Submit to Architect/Engineer, Shop Drawings, Product Data and Samples required by Specification Sections.

B. Related Requirements Specified Elsewhere:

1. Construction Schedule: Section 01310
2. Testing Laboratory Services: Section 01400
3. Project Record Documents: Section 01720

C. Prepare and submit, with Construction Schedule, a separate schedule listing dates for submission and review of Shop Drawings. Product Data and Samples will be needed for each product.

1.02 SHOP

A. Original drawings prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate some portion of the work; showing fabrication, layout, setting or erection details. No portion of the Contract Documents shall be reproduce for use as a part of the Shop Drawings.

B. Prepared by a qualified detailed.

C. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

D. Reproductions for submittals: Reproducible Transparency with one Opaque Diazo Print.

1.03 PRODUCT DATA

A. Manufacturer's Standard Schematic Drawings:

1. Modify drawings to delete information not applicable to project.

B. Manufacturer's Catalog Sheets, Brochures, Diagrams, Schedules, Performance Charts, Illustrations and other descriptive data.

1. Clearly mark each copy to identify pertinent materials, products or models.
2. Show dimensions and clearances required.
3. Show performance characteristics and capacities.
4. Show wiring diagrams and controls.

1.04 SAMPLES

A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.

B. Office Samples of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of product or material.
2. Full range of color samples.

C. Field Samples and Moch-Ups:

1. Erect at Project Site at location acceptable to Architect.
2. Construct each complete including work of all trades required in finished work.

1.05 CONTRACTOR'S RESPONSIBILITIES

A. Review and Approve Shop Drawings, Product Data and samples prior to submission and so indicate over his signature.

B. Verify:

1. Field measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.

C. Coordinate submittals with requirements of work and Contract Documents.
D. Contractor's responsibility for deviations in submittals is not relieved by Architect/Engineer's review of submittal.
E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Architect/Engineer's review of submittals, unless Architect/Engineer gives written acceptance of specific deviations.
F. Notify Architect/Engineers, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
G. Begin no work which required submittals until return of submittals with Architect/Engineer's stamp and initials or signature indicating review.
H. After Architect/Engineer's review, distribute copies.

1.06 SUBMISSION REQUIREMENTS

A. Schedule submissions at least ten days before dates reviewed submittals will be needed.
B. Shop Drawings: Submit one (1) Reproducible Transparency and one (1) Opaque Print.
C. Product Data: Submit number of copies of Product Data which Contractor requires for distribution plus two (2) copies which will be retained by Architect/Engineer.
D. Samples: Submit number of Samples specified in each Specification Section.
E. Accompany submittals with transmittal letter in duplicate, containing:
    1. Date
    2. Project Title and Number
    3. Contractor's name and address
    4. The number of each Shop Drawing, Product Data and Sample Submitted
    5. Notification of Deviations from Contract Documents
    6. Other pertinent data
F. For Work designed by consultants, make submission directly to consultant, and simultaneously submit duplicate of transmittal letter to Architect/Engineer.
G. Submittals shall include:
    1. Date and Revision Dates
    2. Project Title and Number
    3. The names of:
        a. Architect/Engineer
        b. Contractor
        c. Subcontractor
        d. Supplier
        e. Manufacturer
        f. Separate detailed when pertinent
    4. Identification of product or material
    5. Relocation to adjacent structure or materials
    6. Field dimensions, clearly identified as such
    7. Specification Section number
    8. Applicable Standards, such as ASTM or Federal Specification
    9. A blank space 3" x 3" for the Architect/Engineer's stamp
    10. Identification of deviations from Contract Documents.
    11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
H. If Shop Drawings which have been previously submitted for review are resubmitted, they shall clearly note any changes or additions that have been made to the previous submittal. After two reviews, General Contractor will be charged for review by the office of the Architect; fees to be deducted by Owner directly from the Contract for Construction.

1.07 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Distribute copies of Shop Drawings and Product Data which carry Architect/Engineer's/Consultant's stamp to:
    1. Contractor's File

2. Job-Site File
3. Record Documents File
4. Other Prime Contractors
5. Subcontractors
6. Supplier
7. Fabricator
8. Architect (if shop drawings are submitted directly to Consultant)

1.08 ARCHITECT/ENGINEER'S DUTIES

A. Review Submittals with reasonable promptness. Architect – one week; Structural Engineer – two weeks, Civil Engineer – two weeks, MEP Engineer – four weeks; two weeks (each) if submitted in sections.

B. Review for:
   1. Design concept
   2. Information given in Contract Documents

C. Review of Separate item does not constitute review of an assembly in which item functions.

D. Affix stamp and initials or signature certifying review of submittal.

E. Return submittals to contractor for distribution.

END OF SECTION

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and -control services required by Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Owner.

C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not 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-people of the corresponding generic name.

I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Owner for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

F. Factory-Authorized Technical Representative Qualifications: An authorized, full-time technical specialist employee representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of roofing systems that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
   1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
   2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
   3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer-authorized technical representative to inspect field-assembled components. Report results in writing as specified in Division 1 Section "Submittal Procedures."

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections, including minor cutting and patching.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage of test samples.
5. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Owner.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Owner's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
   2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01400

TESTING LABORATORY SERVICES

PART I GENERAL

1.01 DESCRIPTION

A. Work included: During progress of work, the Owner may require testing to be performed to determine that materials provided meet specified requirements; such testing includes, but in not necessarily limited to:
   1. Soil Compaction
   2. Normal Weight Concrete

B. Related Work Described Elsewhere: Requirements for testing may be described in various specification sections; where no testing requirements are described but Owner decides it is required, testing shall be performed under current pertinent testing standards.

C. Testing Laboratory: The Testing Laboratory will be selected by the Owner.

1.02 QUALITY ASSURANCE

A. Qualifications of testing laboratory: The laboratory will be qualified in accordance with ASTM E-329-70 "Recommended Practice for inspection and Testing Agencies for Concrete and Steel used in Construction."

B. Codes and standards: Testing: In accordance with pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

1.03 PRODUCT HANDLING

A. Promptly process and distribute test reports and related instructions to assure necessary retesting and/or replacement of materials with least possible delay in work.

PART 2 PRODUCTS

2.01 PAYMENT FOR TESTING SERVICES

A. Initial Services: To be paid for by the Owner.

B. Retesting: When initial tests indicate non-compliance with Contract Documents, subsequent retesting shall be performed by the same laboratory and costs thereof deducted by the Owner for the Contract Sum.

2.02 CODE COMPLIANCE TESTING

A. Inspections and tests required by codes or ordinances, or by plan approval authority, and made by a legally constituted authority, shall be the responsibility of, and shall be paid for, by the Contractor and not borne by the Owner

2.03 CONTRACTOR'S CONVENIENCE TESTING

A. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

PART 3 EXECUTION

3.01 COOPERATION WITH TESTING LABORATORY

A. Representatives of testing laboratory shall have access to work at all times; provide facilities for such access in order that laboratory may properly perform it's function.

3.02 SCHEDULES FOR TESTING

A. Establishing Schedule:
   1. Determine with laboratory, time required to perform tests and issue findings.
   2. Provide required time in construction schedule.

B. Revising Schedule: Coordinate changes of schedule with laboratory as required. Testing Laboratory shall provide a 24-hour phone number to enable the Contractor to revise the schedule at times other than regular business hours.

C. Adherence to Schedule: When laboratory is prevented from testing or taking specimens according to the determined schedule due to incompleteness of work, extra costs attributable to delay may be back-charged to Contractor and not be borne by Owner.

3.03 TAKING SPECIMENS

A. Testing Laboratory shall perform the following services:
   1. Take samples and specimens as directed.
   2. Furnish sampling equipment and personnel.
   3. Deliver specimens and samples to laboratory.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART I GENERAL

1.01 REQUIREMENTS INCLUDED

A. Electricity, Lighting.
B. Heat, Ventilation.
C. Telephone services.
D. Water
E. Sanitary Facilities.
F. Barriers.
G. Cleaning during Construction.
H. Project Identification.
I. Field offices and sheds.
J. Removal

1.02 RELATED REQUIREMENTS

A. Section 01005 Administrative Provisions.

1.03 ELECTRICITY, LIGHTING

A. Provide service required for construction operations, with branch wiring and distributions boxes located to allow services and lighting by means of construction operations.
B. Provide lighting for construction operations.

1.04 HEAT, VENTILATION

A. Provide as required to maintain specified conditions for construction operations, to protect materials and finishes from damages due to temperature or humidity.
B. Prior to operation of permanent facilities for temporary purposes. Verify that installation is approved for operation, and that filters are in place.
C. Provide ventilation of enclosed areas to cure materials, to dispare humidity, and to prevent accumulations of dust, fumes, vapors, or gases.

1.05 TELEPHONE SERVICES

A. Provide telephone, fax and internet service to field office.

1.06 WATER

A. Provide water services required for construction operations. Extended branch piping with outlets located so that matter is available by use of hoses.

1.07 SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures.

1.08 BARRIERS

A. Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

1.09 CLEANING DURING CONSTRUCTION

A. Control accumulation of waste materials and rubbish; periodically dispose of off-site.
B. Clean interior areas prior to start of finish work; maintain areas free of dust and other contaminants during finishing operations.

1.10 PROJECT IDENTIFICATION

A. Provide 8' x 4' project identification sign of wood frame and exterior grade plywood construction, painted, with exhibit lettering by professional sign painter, to Architect, professional consultants, and contractor.
B. Erect on site at location established by Architect and owner.
C. Allow no other sign to be displayed.
D. Information to be supplied by Architect.

1.11 FIELD OFFICES AND SHEDS

A. Office: Weather-tight, with lighting, electrical outlets, heating, and ventilation equipment.
B. Storage sheds for tools, materials, and equipment: Weather tight with adequate space for organized storage and access, and lighting for inspection off stored materials.

1.12 REMOVAL

A. Remove temporary materials, equipment, services and construction prior substantial completion inspection.
B. Clean and repair damages caused by installations to a depth of 2 feet; grade site as indicated. Restore existing facilities used during construction to specified, or to original, condition.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART I GENERAL

1.01 REQUIREMENTS INCLUDED

A. Products.
B. Workmanship.
C. Manufacturers' Instruction.
D. Transportation and handling.
E. Storage and protection.
F. Substitutions and product options.

1.02 RELATED REQUIREMENTS

A. Section 01005-Administrative Provisions.
B. Section 01090-Reference Standards.
C. Section 01300-Submittals: Submittal of Manufacturers Certificates.

1.03 PRODUCTS

A. Products include material, equipment, and systems.
B. Comply with specifications and referenced standards as minimum requirements.
C. Components required to be supplied in quantity within a specification section shall be the same, and shall be interchangeable.

1.04 WORKMANSHIP

A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
B. Perform work by persons qualified to produce workmanship of specified quality.
C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.05 MANUFACTURER'S INSTRUCTIONS

A. When work is specified to comply with manufacturers' instructions, submit copies as specified in Section 01300, distribute copies to persons involved, and maintain one set in field office.
B. Perform work in accordance with details of instructions and specified requirements. Should a conflict exist between specifications and instructions, consul with Architect/Engineer.

1.06 TRANSPORTATION AND HANDLING

A. Transport products by methods to avoid product damage; deliver in an undamaged condition in manufacturer unopened containers or packing, dry.
B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.07 STORAGE AND PROTECTION

A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures: maintain within temperature and humidity ranges required by manufacturer's instructions.

B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.

D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

E. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.

1.08 PRODUCTS OPTIONS

A. Within 30 days after date of contract, submit complete list of major products proposed, with name of manufacturer, trade name.

B. Products specified by naming only on manufacturer: no option.

1.09 SUBSTITUTIONS

A. During bidding, Architect/Engineer will consider requests from Prime bidders for substitutions received at least (7) days prior to bid date: requests received after that time will not be considered. No substitutions will be granted after the award of contract.

B. Document each request with complete data substantiating compliance of proposed substitution with contract documents.

C. Request constitutes a representation that contractor:

1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
2. Will provide the same warranty for substitution as for specified product.
3. Will coordinate installation and make other changes which may be required for work to be complete in all respects.
4. Waives claims for additional cost, which may subsequently become apparent.

D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of contract documents.

E. Architect/Engineer will determine acceptability of proposed substitution, and will notify contractor of acceptance or rejection in writing within a reasonable time.

END OF SECTION

SECTION 01640

SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 GENERAL

1.01 PRODUCT LIST

A. Within 30 days after date of Contract submit to Architect/Engineer five copies of complete list of all products which are proposed for installation. Request for substitutions shall be made in accordance with Paragraph 1.03.

B. Tabulate list by each specification section.

C. For products specified under Reference Standards, include with listing of each product:
   1. Name and Address of Manufacturer
   2. Trade Name
   3. Manufacturer's Data
   4. Model or Catalog Designation

1.02 CONTRACTOR'S OPTIONS

A. For products specified only by Reference Standards, select any product meeting standards, by any manufacturer.

B. For products specified by naming several products or manufacturers, select any product and manufacturer named.

C. For products specified by naming one or more products, but indicating the option of selecting equivalent products e.g., by stating "or approved equal" after specified product, Contractor must submit request as required for substitution, for any product not specifically named.

D. For products specified by naming only one product and manufacturer, there is no option, and substitution will be allowed by approval prior to bidding only.

1.03 SUBSTITUTIONS

A. During bidding, Architect/Engineer will consider written requests from prime bidders for substitutions, received at least **Ten (10) Days Prior To Bid Date:** requests received after that time will not be considered. No substitutions will be granted after the award of contract.

B. Submit five copies of request for substitution, include in request:
   1. Complete data substantiating compliance of proposed substitution with Contract Documents.
   2. For products:
      a. Product identification, including manufacturer's name and address.
      b. Manufacturer's literature:
         1.) Product Description
         2.) Performance and Test Data
         3.) Reference Standards
      c. Samples
      d. Name and addresses of similar projects on which products were used, and date of installation.
   3. For construction methods:
      a. Detailed description of proposed method.
      b. Drawings illustrating methods.
   4. *Itemized comparison of proposed substitution with product or method specified.*
   5. Data relating to changes in construction schedule.
   6. Relation to separate contracts.
   7. Accurate cost data on proposed substitution in comparison with product or method specified, including presenting credits to the Owner, where applicable.

C. In making request for substitution, Bidder/Contractor represents:
   1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
   2. He will provide the same guarantee for substitution as for product or method specified.
   3. He will coordinate installation of accepted substitution in work, making such changes as may be required for work to be complete in all respects.
   4. He waives all claims for additional costs related to substitution, which consequently becomes apparent.
   5. Cost data is complete and included all related costs under his contract or other contracts, which maybe affected by the substitution.
   6. He will reimburse the Owner for any redesign cost by the Architect/Engineer for accommodation of the substitution.

D. Substitutions **Will Not** be considered if:
   1. They are indicated or implied on Shop Drawings or Project Data Submittals without formal request submitted in accordance with Paragraph 1.03.
   2. Acceptance will require substantial revision of Contract Documents.

END OF SECTION

SECTION 01700

CONTRACT CLOSE-OUT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Close-out Procedures.
B. Final cleaning.
C. Project record documents.
D. Operation and Maintenance data.
E. Systems Demonstration.
F. Warranties and Bonds.

1.02 RELATED REQUIREMENTS

A. Conditions of the contract: Fiscal provisions, legal submittals, and other administrative requirements.
B. Section 01005-Administrative Provisions.
C. Section 01500-Construction Facilities and Temporary Controls.

1.03 CLOSE-OUT PROCEDURES

A. Comply with the procedures stated in the General Conditions of the Contract for issuance of Certificate for Substantial Completion.
B. When Contractor considers work has reached final completion, submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
C. In addition to submittals required by the Conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted contract sum, previous payments, and remaining sum due.
D. Architect/Engineer will issue a final change order reflecting approved adjustments to contract not previously made by Change Order.

1.04 FINAL CLEANING

A. Execute prior to final cleaning.
B. Clean interior and exterior surfaces to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition, clean roofs, gutters, down spouts, and drainage systems.
C. Clean site; sweep paved areas, rake clean other areas.
D. Remove waste and surplus materials, rubbish, and construction facilities from the project and from the site.

1.05 PROJECT RECORD DOCUMENTS(Final payment dependent upon submission)

A. Maintain a Job Site, one copy of:
   1. Contract Drawings
   2. Specifications
   3. Addenda
   4. Reviewed Shop drawings
   5. Change Orders
   6. Other Modifications to Contract
   7. Field Test Records
B. Store Documents in temporary Field Office, apart from Documents used for construction.
C. Provide files and racks for storage of Documents.

D. Maintain Documents in clean, dry, legible condition.
E. Do not use Record Documents for construction purposes.
F. Make Documents available at all times for inspection by Architect/Engineer and Owner.
G. Maintain record even though no changes are made from original documents.
H. Provide colored pencil for marking, conforming to follow color code:
   1. Red for Architectural Work
   2. Blue for Structural Work
   3. Green for Plumbing Work
   4. Orange for HVAC Work
   5. Brown for Electrical Work
   6. Black for other written notations
I. Use colored pencils compatible with mylar sepia.
J. Label each document "Project Record" in 2 high printed letters.
K. Keep Record Documents current.
L. Do not permanently conceal any work until required information has been recorded.
M. Contract Drawings: legibly mark to record actual construction:
   1. Depth of various elements of foundation in relation to First Floor level.
   2. Horizontal and Vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
   3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
   4. Field change of dimension and detail.
   5. Changes made by change order or written directive.
   6. Details not on original Contract Drawings.
N. Specification and Addenda: legible mark up each Section to record:
   1. Manufacturer, Trade Name, Catalog Number, and Supplier of each product and item of equipment actually installed.
   2. Changes made by change order or written directive.
   3. Other matters not originally specified.
O. Shop Drawings: Maintain as Record Documents: legibly annotate following drawings to record changes made after review:
   1. Structural Steel
   2. Reinforcing Steel
   3. Mill Work
P. At completion of project, transfer all Project Record Data to one complete set of mylar sepias and deliver one complete set of mylar sepias of all drawings and one set of specifications containing all changes and modifications that occurred during construction to the Architect. The cost of printing the mylar sepias shall be paid by the Contractor.
Q. Accompany submittal with transmitted letter, in duplicate, containing:
   1. Date
   2. Project Title and Number
   3. Contractor's Name and Address
   4. Title and Number of Each Record Document
   5. Certification that each Document as submitted is complete and accurate.
   6. Signature of Contractor, or his Authorized Representative.

1.06 OPERATION AND MAINTENANCE DATA(Final payment upon submission)

A. Provide data for:
   1. Mechanical equipment and controls-Division 15.
   2. Electrical equipment and controls-Division 16.
B. Submit three sets prior to final inspection, bound in 8 ½" x 11" three ring side binders with durable plastic covers.
C. Part 1: Directory, listing names, addresses and telephone numbers of Architect/Engineer, General Contractor and sub-contractors.

D. Part 2: Operation and maintenance instructions arranged by specification division. For each list:
   1. Appropriate design criteria.
   2. List of equipment.
   3. Parts list.
   4. Operating instructions.
   5. Maintenance instructions, equipment.
   6. Maintenance instructions, finishes.
   7. Shop drawings and product data.
   8. Warranties.

1.07 SYSTEMS DEMONSTRATION

A. Prior to final inspection, demonstrate operation of each system to Architect/Engineer and Owner.

B. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

1.08 WARRANTIES AND BONDS

A. Provide duplicate, notarized copies. Execute contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.

B. Submit material prior to final Application for Payment. For equipment put into use with Owner's permission during construction, submit within 10 days after first operation. For items of work delayed materially beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

END OF SECTION

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 DESCRIPTION

A. Related Requirements Specified Elsewhere:
   1. Cutting and Patching:Section 01070
   2. Cleaning for Specific Products or Work: Specification Section for that Work.

B. Maintain premises and public properties free from accumulation of waste, debris, and rubbish, caused by operations.

C. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight exposed surfaces: leave project clan and ready for occupancy.

1.02 SAFETY REQUIREMENTS

A. Standards: Maintain project in accord with applicable safety and insurance standards.

B. Hazard Controls:
   1. Store volatile wastes in covered metal containers, and remove from premises daily.
   2. Prevent accumulation of wastes, which create hazardous conditions.
   3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
   1. Do not burn or bury rubbish and waste materials on project site.
   2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
   3. Do not dispose of wastes into streams or waterways.

PART 2 PRODUCTS

2.01 MATERIALS

A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCITON

A. Execute cleaning to ensure buildings, grounds and public properties are maintained free from accumulations of waste materials and rubbish

B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.

C. At reasonable intervals (maximum each week) during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.

D. Provide on-site containers for collection of waste materials, debris and rubbish.

E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.

F. Broom clean interior building areas and continue cleaning on an as-needed basis until building is ready for occupancy.

G. Handle materials in a controlled manner with as few handling as possible: do not drop or throw materials from heights.

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

3.02 FINAL CLEANING

A. Employ experienced workmen, or professional cleaners, for final cleaning.

B. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.

C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces; polish surfaces so designated for shine finish.

D. Repair, patch and touch-up marred surfaces to specified finish, to match adjacent surfaces.

E. Broom clean paved surfaces; rake clean other surfaces of grounds.

F. Replace air conditioning filters if units were operated during construction.

G. Clean duct, blowers and coils, if air conditioning units were operated without filters during construction.

H. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.

END OF SECTION

SECTION 01730

OPERATING AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SUMMARY

A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
   1. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.

B. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

C. Related requirements specified in other Sections:
   1. Shop Drawings, Product Data and Samples: Section 01340.
   2. Contract Closeout: Section 01720.
   3. Project Record Documents: Section 01720.
   4. Warranties and Bonds: Section 01740.

1.02 FORM OF SUBMITTALS

A. Prepare data in the form of an instructional manual for use by Owner's personnel.

B. Format:
   1. Size: 8½" x 11"
   2. Paper: 20 pound, minimum, white, for typed pages.
   3. Text: manufacturer's printed data, or neatly typewritten.
   4. Drawings:
      a. Provide reinforced punched binder tab, bind in with text.
      b. Fold larger drawings to the size of text pages.
   5. Provide flyleaf for each separate product, and major component parts of equipment.
   6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE DATA". List:
      a. Title of Project
      b. Name of Contractor

C. Binders:
   1. Commercial quality three-ring binders with durable and cleanable plastic covers.
   2. Maximum ring size: 3 inches.
   3. When multiple binders are used, correlate the data into related consistent groupings. Mark binders in sequence.

1.03 CONTENT OF MANUAL

A. Table of Contents:
   1. Neatly typewritten table of contents for each volume. Base table of contents of Operating and Maintenance Data on table of contents of these specifications.

B. Product Data:
   1. Include only those sheets, which are pertinent to the specific product.
   2. Annotate each sheet to:
      a. Clearly identify the specific product or part installed.
      b. Clearly identify the data applicable to the installation.
      c. Delete references to inapplicable information.

3. List with each product, the name, address and telephone number of:
   a. Subcontractors, including name of responsible principal, address and telephone number.
   b. Maintenance contractor, as appropriate.
   c. Identify the area of responsibility of each.
   d. Local source of supply for parts and replacement.

C. Drawings:
1. Supplement product data with drawings as necessary to clearly illustrate:
   a. Relations of component parts of equipment and systems.
   b. Control and flow diagrams.
2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
3. Do not use Project Record Documents as maintenance drawings.

D. Written text, as required to supplement product data for the particular installation.
1. Organize in a consistent format under separate headings for different procedures.
2. Provide a logical sequence of instructions for each procedure.

E. Mechanical and Electrical Systems:
1. The booklet shall contain a complete description of each system in the building as hereinafter outlined.
   a. Description of Electrical System:
   b. Manufacturer's catalog data and parts list on each piece of service entrance equipment and each electrical subpanel in the building.
   c. Manufacturer's catalog data; cuts and parts list of all lighting fixtures and show in which rooms they were installed.
   d. Manufacturer's catalog data, cuts, parts list and wiring diagrams on each piece of fire alarm system, sound system, program system, clock and bell system and all other systems. Data shall include 2 sets of drawings of circuitry by installer.
   e. Provide four sets of drawings to include riser diagrams, panel schedules with directory of circuits and any revisions from Contract Drawings.

F. Description of Plumbing System:
1. Manufacturer's catalog data and parts list on each piece of plumbing equipment furnished.
2. Maintenance and lubrication instructions must be on letterhead of the manufacturer of the equipment.

G. Description of Heating and Air Conditioning System:
1. Complete manufacturer's catalog data, cuts, parts list and wiring diagrams on each piece of heating and air conditioning equipment furnished.
2. Manufacturer's catalog data, cuts, parts list and diagrams on each type of temperature control. Data shall include 2 sets of temperature control diagrams.
3. Maintenance and lubrication instructions on each piece of equipment furnished: instructions must be on the letterhead of the manufacturer of the equipment.

H. Finish Schedule:
1. Provide a copy of the room finish schedule. Schedule shall identify each room by name and number, identify each type finish and color of floors, base, wainscot, walls, ceiling, and all other finishes. Where applicable, pattern or design identification numbers shall be included.

1.04 SUBMITTAL SCHEDULES

A. General
1. Prepare 2 copies of the Operating and Maintenance Data Booklet and deliver 2 copies of the booklet to the Architect.

END OF SECTION

SECTION 01780

PROJECT RECORD DOCUMENTS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record revisions to the Work:
   1. Drawings
   2. Specifications
   3. Addenda
   4. Architects/Engineers written responses to Minor Change directives, Change Proposal Requests, and other supplemental instructions.
   5. Change Orders and other modifications to the Contact.
   6. Reviewed Shop Drawings, Product Data, and Samples.
   7. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner. Architect will review documents for general conformance but will not be responsible for completeness or accuracy of the recorded information.

C. Do not use record documents for construction purposes. Store record documents separate from documents used for construction. Protect record documents from deterioration and loss in a secure, weather-tight location in accordance with Section 01501, Temporary Facilities.

D. Record information concurrent with construction progress, not less than weekly. Provide access to record documents for Architect's reference during normal working hours.

E. Give particular attention to information on concealed products and installations that would be difficult to identify or measure and record later.

F. Mark record sets in red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
   1. Mark important additional information which was either shown schematically or omitted from original Documents.
   2. Note construction change directive numbers, alternate numbers, Change Order numbers and similar identification.
   3. Where feasible, the individual or entity who obtained record data, whether the individuals or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on record documents.
      a. Accurately record information in an understandable drawing technique.
      b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
   4. Sign or initial and date each mark-up.

G. Upon completion of the Work, submit Project Record Documents to Architect for the Owner's records in accordance with Section 01710, Closeout Procedures.

1.2 RECORD SPECIFICATIONS

A. Record Specifications: Maintain one complete copy of the Project Manual including addenda and modifications issued. Legibly mark and record at each product section a description of actual products installed and variations in actual Work performed in comparison with products specified. Include the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by addenda and modifications.
4. Related record drawing information and Product Data.
5. Other information necessary to provide a record of selections made and to document coordination with record Product Data submittals and maintenance manuals.

1.3 RECORD DRAWINGS

A. Record Drawings: Maintain one complete blackline copy of the Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown.

1. Legibly mark each item to record actual construction including, but not limited to the following:
   a. Measured depths of foundations in relation to project finish floor datum.
   b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   d. Field changes of dimension and detail.
   e. Details not on original Contract drawings.
   f. Revisions to details shown on the drawings.
   g. Dimensional changes to the drawings.
   h. Actual equipment locations.
   i. Duct size and routing.
   j. Changes made by Change Order; include change order number.

B. Mark completely and accurately record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions. Where Shop Drawings are marked to reflect changes in the Work, record a cross-reference at the corresponding location on the Contract Drawings.

C. Preparation of Transparencies: Prepare a full set of corrected reproducible Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawings; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each Drawing.
2. Remove Architects and Engineer's seal from drawings and specifications prior to issuance to Architect for approval.
3. Refer instances of uncertainty to the Architect for resolution.

1.4 RECORD PRODUCT DATA

A. Maintain one copy of each Product data submittal for record document purposes. Mark Product Data to indicate the actual product installation. Include significant changes in the product delivered to the site, and changes in manufacture's instructions and

recommendations for installation.

1.5 RECORD SAMPLE SUBMITTALS

A. Immediately prior to date of Substantial Completion, meet with the Architect, and Owner, at the Owner's discretion, at the site to determine which of the Samples maintained during the construction period shall be transmitted to Owner for record purposes. Comply with the Architect's instructions for packaging, identification marking, and delivery to Owner's Sample storage space. Dispose of other Samples in manner specified for disposal of surplus and waster materials.

1.6 MISCELLANEOUS RECORD DOCUMENTS

A. Refer to other Specification Sections for miscellaneous record- keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Categories of requirements resulting in miscellaneous records, include, but are not limited to the following:

1. Ambient and substrate condition tests.
2. Changes requested by Owner's consultants.
3. Inspections and certifications by governing authorities.
4. Inspection and testing by Owner's inspection agency.
5. Fire resistance and flame spread test results.

1.7 CERTIFICATION

A. By submittal of Project Record Documents, Contractor certifies, that to the best of his knowledge, informational and belief the documents are a true and complete representation of the actual construction of the Work of this Project.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01780

PROJECT RECORD DOCUMENTS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

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   5. Change Orders and other modifications to the Contact.
   6. Reviewed Shop Drawings, Product Data, and Samples.
   7. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner. Architect will review documents for general conformance but will not be responsible for completeness or accuracy of the recorded information.

C. Do not use record documents for construction purposes. Store record documents separate from documents used for construction. Protect record documents from deterioration and loss in a secure, weather-tight location in accordance with Section 01501, Temporary Facilities.

D. Record information concurrent with construction progress, not less than weekly. Provide access to record documents for Architect's reference during normal working hours.

E. Give particular attention to information on concealed products and installations that would be difficult to identify or measure and record later.

F. Mark record sets in red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
   1. Mark important additional information which was either shown schematically or omitted from original Documents.
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      a. Accurately record information in an understandable drawing technique.
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   b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   d. Field changes of dimension and detail.
   e. Details not on original Contract drawings.
   f. Revisions to details shown on the drawings.
   g. Dimensional changes to the drawings.
   h. Actual equipment locations.
   i. Duct size and routing.
   j. Changes made by Change Order; include change order number.

B. Mark completely and accurately record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions. Where Shop Drawings are marked to reflect changes in the Work, record a cross-reference at the corresponding location on the Contract Drawings.

C. Preparation of Transparencies: Prepare a full set of corrected reproducible Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawings; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each Drawing.
2. Remove Architects and Engineer's seal from drawings and specifications prior to issuance to Architect for approval.
3. Refer instances of uncertainty to the Architect for resolution.

1.4 RECORD PRODUCT DATA

A. Maintain one copy of each Product data submittal for record document purposes. Mark Product Data to indicate the actual product installation. Include significant changes in the product delivered to the site, and changes in manufacture's instructions and

recommendations for installation.

1.5 RECORD SAMPLE SUBMITTALS

A. Immediately prior to date of Substantial Completion, meet with the Architect, and Owner, at the Owner's discretion, at the site to determine which of the Samples maintained during the construction period shall be transmitted to Owner for record purposes. Comply with the Architect's instructions for packaging, identification marking, and delivery to Owner's Sample storage space. Dispose of other Samples in manner specified for disposal of surplus and waster materials.

1.6 MISCELLANEOUS RECORD DOCUMENTS

A. Refer to other Specification Sections for miscellaneous record- keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Categories of requirements resulting in miscellaneous records, include, but are not limited to the following:

1. Ambient and substrate condition tests.
2. Changes requested by Owner's consultants.
3. Inspections and certifications by governing authorities.
4. Inspection and testing by Owner's inspection agency.
5. Fire resistance and flame spread test results.

1.7 CERTIFICATION

A. By submittal of Project Record Documents, Contractor certifies, that to the best of his knowledge, informational and belief the documents are a true and complete representation of the actual construction of the Work of this Project.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

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SAN CARLOS COMMUNITY RESOURCE CENTER

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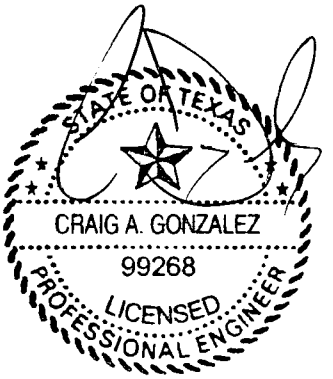
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02102 - CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION OF WORK:

A. Cleaning and grubbing on project site of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter within limits described in specifications or as shown on plans.

B. Cleaning and grubbing shall be in advance of grading operation except that in cuts over 3 feet in depth, grubbing may be done simultaneously with excavation, provided objectionable matter is removed as specified.

C. Disposal of all debris resulting from clearing and grubbing work.

1.2 PROTECTION OF ADJACENT WORK:

A. Protect all areas outside indicated construction areas.

B. Protect existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed from injury or damage.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.1 CLEARING:

A. Clear all areas covered by dikes, roads, structures and embankments within project limits unless otherwise shown in plans.

B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.

C. Use tree wound paint to treat scars, gashes or limb stubs on trees not removed.

3.2 GRUBBING:

A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:

1. Footings 18" below bottom of footing

2. Sidewalks (or other types of walks) 12" below bottom of walk
3. Roadways or Streets 18" below bottom of subgrade
4. Parking Areas 18" below bottom of subgrade
5. Grassed Areas 18" below top soil
6. Fills 24" below bottom of fill

B. Blasting not permitted.

3.3 REMOVAL OF DEBRIS AND CLEANUP:

A. Burn as permitted by regulating agencies or the ENGINEER as work progresses.

B. Unguarded fires will not be permitted.

C. Permits will be obtained, where required, for necessary burning or disposal sites.

D. Dispose of all waste materials not burned by removal from site.

E. Materials cleared and grubbed shall be the property of the CONTRACTOR and shall be his responsibility for proper disposal.

PART 4 - MEASUREMENT AND PAYMENT

4.1 CLEARING AND GRUBBING:

A. Clearing and Grubbing shall be measured for payment either in acres or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.

B. When not listed as separate contract pay item, Clearing and Grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Earthwork for buildings, physical education fields, and other grassed or landscaped areas as indicated on Drawings and specified in this section.

B. Related Sections:

1. 02221 - Excavating, Backfilling, and Compaction for Utilities.
2. 02280 - Soil Treatment.
3. 02511 - Asphaltic Concrete Paving.
4. 02900 - Landscaping.
5. 02935 - Sodding.

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. C136-96a Test Method for Sieve Analysis of Fine and Coarse Aggregates.
2. D422-63(90) Test Method for Particle-Size Analysis of Soils.
3. D698-91 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort.
4. D1556-90(96) Test Method for Density of Soil in Place by the Sand-Cone Method.
5. D1557-91 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
6. D2487-93 Classification of Soils for Engineering Purposes (Unified Soil Classification System).
7. D2922-91 Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
8. D2974 Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Materials.
9. D 4972Test Method for pH of Soils.

1.3 QUALITY ASSURANCE

A. Trench Safety Act:

1. Comply with the Trench Safety laws.
2. Where projects include trenching which exceeds a depth of 4 feet shall comply with OSHA trench safety standards.

1.4 DEFINITIONS

A. "Satisfactory Fill Materials" include materials classified in ASTM D2487 as GW, GP, SW and SP properly worked by Contractor to obtain optimum moisture and compaction.

1. For Physical Education Fields, and Other Grassed or Landscaped Areas:

a. Within 1.5 feet of the surface of the indicated grade, limit rock size to 3 inches.

b. Below 1.5 feet of the surface of indicated grade, limit rock size to 12 inches.
c. Deeper than 6 feet limit rock size to 24 inches.

2. For Buildings:
   a. Within 2 feet of the surface of indicated grade, limit rock size to 2 inches.
   b. Below 2 feet of the surface of indicated grade limit rock size to 6 inches.

B. "Unsatisfactory Materials" include materials other than "Satisfactory Fill Materials". Materials of any classification determined by testing laboratory as too wet or too soft for providing a stable foundation for structure, paving, and walks will be classified as "unsatisfactory".

C. Degree of Compaction: Required compaction is expressed as a percentage of maximum density obtained by test procedures of ASTM D1557.

D. Building Area: The area bounded by lines not less than 4 feet beyond the outside line of the building perimeter footings.

1. Increase the 4 foot dimension by 1 foot for each foot of excavation depth required exceeding 4 feet.

1.5 SUBMITTALS

A. Submit the following before starting work:
   1. Compaction Machinery Specifications.
   2. Compaction Tests (by the Board).
   3. Soil Classification Tests using ASTM classification for subgrade materials and USDA classifications for topsoil materials.
   4. Stabilized Subgrade Composition and Density.
   5. Testing Laboratory (by the Board).

1.6 SITE CONDITIONS

A. Determine location and nature of work, character of equipment, and facilities needed for performance of work, general, and local conditions prevailing at site, and other matters affecting work under this contract according to Instructions to Bidders and General Conditions.

B. Subsurface data, including soil borings, ground water elevations, or conditions, if shown on the drawings or attached to these specifications, are presented only as information available indicating conditions found and limited to exact locations and shall not be interpreted as an indication of conditions that may actually develop during construction.

1. Make deductions of subsurface conditions that may affect methods or cost of construction and agree that no claim for damages or other compensation shall be made, except as are provided for in the agreement, should conditions be found during construction different from those as calculated or anticipated by the Contractor.
2. Neither the Board nor the A/E will be held responsible for variations found to exist between the subsurface data referred to above and actual field conditions that may develop during construction.

C. Where existing grades, utility lines, or substructures are shown on drawings, Contractor, the Board, and A/E assume no responsibility for correctness of existing conditions indicated.

1. Contractor shall locate indicated existing utility lines or substructures that may be affected by this Project, and shall be responsible for any damage or injury they may sustain as a result from working on or near these existing utilities or substructures not specified to be removed or demolished.

D. Bench Marks and Monuments:
1. Maintain existing bench marks, monuments, and other reference points, and if disturbed or destroyed, replace as directed by A/E.

1.7 JOB CONDITIONS

A. Condition of Premises: Accept site as found and excavate, fill, compact, and backfill site as indicated on drawings and specified in this section.

B. Protection:
1. Adjacent Structures and Property:
a. Take precautions to guard against movement, settlement, injury, orloss to existing structures or to equipment and furnishings housed therein arising directly or indirectly in connection with this contract according to Instructions to Bidders and General Conditions.
b. Provide and place bracing or shoring as necessary or proper according to Instructions to Bidders and General Conditions.
c. Be responsible for the safety and support of such structures and facilities and be liable for any movement or settlement, damage, or injury caused by or resulting therefrom.

1) If, at any time, the safety of any adjacent structures or facilities appears to be in doubt, cease operations and take immediate precautions to support such structures and facilities and notify A/E at once.
2) Resume operations only after permission has been granted by A/E.

2. Adjacent Sidewalks and Streets:
a. Take precautions to guard against movement, settlement, or collapse of any sidewalks, curbs, or street passages on adjoining sites and be liable for any such movement, settlement, or collapse according to Instructions to Bidders and General Conditions.

1) Repair such damage promptly when so ordered at no cost to the Board.
2) Install necessary shoring, including sheet piling as may be required, to protect banks, adjacent paving, structures, and utilities during excavations.
3) Be responsible for any damage to existing structures, equipment, and furnishings due directly or indirectly to construction operations. Except where removal is needed by site grading or location of new buildings, use every possible precaution to prevent injuries to landscaping, drives, curbs, and walks on or next to site of the work and replace, at no expense to the Board, any of the above destroyed.

3. Existing Landscaping, Drives, Curbs, and Walks: Except where removal is required by site grading or location of new buildings, take every possible precaution to prevent injuries or loss to individual trees, groups of trees, and other existing landscaping, drives, curbs and walks on or next to the site of the work according to Instructions to Bidders and General Conditions, and replace any such damaged or destroyed at no cost to the Board.

PART 2 PRODUCTS

2.1 MATERIALS

A. Retaining Wall Backfill:

1. Retaining wall backfill shall be a sandy loam material. No fat clays shall be placed as backfill on retaining wall.

PART 3 EXECUTION

3.1 INSPECTION

A. Do not proceed with the work of this section until conditions detrimental to the proper and timely completion of the work have been corrected in an acceptable manner.

3.2 GENERAL

A. Public Safety: Accomplish work in a manner providing for the safety of the public and workers and the protection of property.

B. Construction: Do not close, obstruct, or store material or equipment in streets, sidewalks, alleys, or passageways without a permit according to local ordinances, regulations, codes, and the Board's approval.

C. Interference: Conduct operations with minimum interference with roads and other facilities.

D. Removal:

1. Unless otherwise noted or specified to be relocated or stored, materials removed become property of Contractor and shall be removed completely away from site.
2. Do not store or allow debris to accumulate on site.
3. If Contractor fails to remove excess debris promptly, the Board reserves the right to remove the debris at Contractor's expense.

E. Temporary Structures: Remove temporary structures when no longer required.

F. Repair:

1. Clean up, repair, or replace, at no cost to the Board, property damage arising in connection with this Contract.
2. Patch and repair work shall match existing and be performed in a neat and professional manner by workers skilled in the trade involved.
3. This applies to damage to the newly graded areas within the building area limits and damage to adjacent properties by eroded materials.

G. Erosion Repair:

1. Take every precaution and temporary measure to prevent damage from erosion of freshly graded areas.

a. Repair and reestablish grades to required elevations and slopes where settlement or washing occurs before acceptance of work at no cost to the Board.
b. This applies to damage to the newly graded areas within the building area limits and damage to adjacent properties by eroded materials

3.3 LOCATIONS AND ELEVATIONS
A. Be responsible for surveys, measurements, and layouts required for proper execution of the work.

1. Lay out lines and grades from existing survey control system and as shown on drawings.

B. Locate by stake and mark locations and elevations of following:

1. Elevations of existing earth cut and fill.
2. Final grades for landscape contours.
3. Other items as required to execute work as specified.

3.4 CLEARING AND GRUBBING
A. Within limits of areas designated for building area, grading and site construction work, remove trees, brush, stumps, wood debris, and other deleterious materials not required to remain as part of finished work.

B. Remove grass, plants, vegetation, and organic material from same area.

C. Burning of materials is not allowed on the site.
D. Remove accumulated material daily or as necessary to prevent fire hazard condition.

3.5 STRIPPING
A. Strip turf, organic material, surface litter, rubble, and overburden for entire depth of root system of grass or other vegetation within areas indicated on Site Plan.

B. Stockpile topsoil on site where directed.

C. For building area, remove muck or organic material above the limestone layer. Clean potholes, larger than 6 inches in any horizontal direction, in rock filled with muck or organic material.

3.6 EXCAVATION
A. Begin excavation after stripping, clearing, and grubbing has been completed.

B. Excavate to grades required to accommodate the proposed construction.

C. Dewater as specified.

D. Excavations for structures shall conform to dimensions and elevations indicated for each building.

1. Extend excavations a sufficient distance from walls and footings to allow for placing and removal of forms and installation of services, except where the concrete for walls and footing is authorized to be deposited directly against excavation surfaces.
2. Excavation below general machine excavation for footings and foundations shall be hand worked.
3. Bottoms of footings shall be on level planes.

E. Excavate in such a manner that quick and efficient drainage of storm water will occur.

F. Remove "unsatisfactory materials" encountered from the building areas.

G. Classify excavated materials and stockpile separately suitable soils for use as backfill materials. If sufficient quantities of excavated materials meeting requirements for backfill are not available on site, provide materials meeting these requirements.

H. Stockpile excavated material suitable for use as fill and backfill where directed by A/E.

3.7 FILLING, BACKFILLING, AND COMPACTION

A. Compaction:

1. Compact existing earth surfaces (exclude rock) after excavation, backfilling, and compaction of said areas to levels required with "Suitable Backfill Materials".

a. Compact with equipment suited for soil compaction.

b. Moisten or aerate material, as necessary, to provide moisture content to facilitate obtaining specified compaction with equipment being used.

c. Compact each layer to not less than percentage of maximum density specified below, determined according to ASTM D1557, Method D.

d. Insure compaction of previously prepared fill areas has been maintained before placing new layers.

B. Filling and Backfilling:

1. Materials: "Satisfactory Fill Materials" shall be used in fills and backfills.
2. Place "Satisfactory Fill Material" in horizontal layers not exceeding 12 inches in loose depth.

a. Compact as specified in Geotechnical Report.

b. Do not place materials on muddy surfaces.

C. Reconditioning of Subgrade:

1. Where approved compacted subgrades are disturbed by the Contractor's subsequent operations or adverse weather, scarify and compact the subgrade as specified to required density before further construction occurs.
2. Use power driven hand tampers for re-compaction over underground utilities

D. Backfilling:

1. Do not begin backfilling until:

a. Construction below finished grade has been accepted.
b. Underground utilities systems have been inspected, tested, and accepted.
c. Forms have been removed.
d. Excavation cleaned of trash and debris.

2. Bring backfill to indicated finished grades.
3. Backfill materials and compaction shall be as specified.
4. Do not place backfill in wet areas.
5. Do not operate heavy equipment for spreading and compacting backfill closer to foundation or retaining walls than a distance equal to height of backfill above top of footing.
6. Compact the area remaining by power-driven hand tampers suitable for material being compacted.
7. Place backfill carefully around pipes to avoid damage to the pipes.

E. Protection: Settlement or washing occurring in backfilled areas before acceptance of work shall be repaired and grades reestablished to required elevation and slope.

3.8 DISPOSAL OF EXCESS EXCAVATED MATERIALS

A. Excess "Satisfactory Fill Materials" and "Unsatisfactory Materials" shall become the property of the Contractor.

1. Remove from site.

3.9 LASER GRADING

A. Provide gradients and elevations as shown in Construction Documents with current industry standard laser grading procedures using laser automated graders and laser automated dozers to ensure specified tolerances.

3.10 DEWATERING

A. Dewater excavations for inspection and for construction. Concrete or fill shall not be placed in water and concrete less than 8 hours of age shall not be subjected to ground water pressure.

1. Keep excavations free of water while backfilling or construction takes place.
2. Dispose of water resulting from dewatering operations according to city, county, state, and federal regulations.
3. Conduct operations to insure storm water runoff sediment is not discharged to the adjacent lakes, waterways, sewers, streets, and adjacent properties.

3.11 TESTING

A. The Board will provide services of a Testing Laboratory to perform specified tests, inspections, instrumentation and inspection of work.

1. Notify, through A/E, the Board contracted Testing Laboratory to perform specified tests at the Board's expense.

B. Tests of Materials:

1. Soil Classification:

a. One test from each type of material encountered or proposed to be used.

2. Laboratory Tests for Moisture-Content and Density According to ASTM D1557:

a. One test for each material encountered or proposed to be used.

3. Field Tests for Moisture-Content and Density:

a. According to ASTM D1556 or ASTM D2922, one test per layer of fill per 10,000 square feet of area, plus one test per 10,000 square feet of subgrade in cut.

4. Laboratory Tests for Athletic Field Topsoil Mixture:

a. As specified.

C. Fill and topsoil mixture may be inspected at any stage of operation to determine compaction characteristics, densities and freedom from organic and plastic materials.

D. Notification:

1. Give sufficient notification of placing of orders for fill and topsoil with supplier to allow full inspection including testing for compaction characteristics at source of supply.
2. Obtain approval from A/E before placing topsoil mixture at project site, without exception.

END OF SECTION

02210 - SUBGRADE PREPARATION

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of scarifying, blading and rolling the subgrade to obtain a uniform texture and provide as nearly as practical a uniform density for the full depth of the subgrade.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.1 CONSTRUCTION METHODS:

A. All preparing of the right-of-way and /or clearing and grubbing shall be completed before starting the subgrade preparation.

B. The subgrade shall be scarified and shaped in conformity with the typical sections and the lines and grades indicated or as established by the ENGINEER by the removal of existing material or addition of approved material.

C. All unsuitable material shall be removed and replaced with approved material.

D. All foundations, walls or other objectionable material shall be removed to in accordance with Section 02101, Preparation of Right-of-Way. All holes, ruts and depressions shall be filled with approved material.

E. The surface of the subgrade shall be finished to the lines and grades as established and be in conformity with the typical section indicated.

F. Any deviation in excess of 1/2 inch cross section and in a length of 10 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and compacting by sprinkling and rolling.

G. Sufficient subgrade shall be prepared in advance to insure satisfactory prosecution of the work.

H. The CONTRACTOR will be required to set blue tops for the subgrade on centerline, at quarter points and curb lines or edge of pavement at intervals not exceeding 50 feet.

I. All suitable material removed may be utilized in the subgrade with the approval

of the ENGINEER. All other material required for completion of the subgrade shall also be subject to approval by the ENGINEER.

J. Subgrade materials on which structures shall be placed shall be compacted by approved mechanical tamping equipment to a dry density of the total material of not less than 95 percent nor more than 100 percent of the maximum dry density as determined in accordance with TX DOT Test Method Tex-114-E.

K. Subgrade materials on which planting or turf will be established shall be compacted to a minimum of 85 percent of the maximum dry density as determined in accordance with SDHPT Test Method Tex-114-E.

L. Tests for density will be made as soon as possible after compacting operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.

M. Just prior to placing any base materials, density and moisture content of the top 6 inches of compacted subgrade shall be checked and if tests show the density to be more than 2 percent below the specified minimum or the moisture content to be more than 3 percent above or below the optimum, the subgrade shall be reworked as necessary to obtain the specified compaction and moisture content.

N. When lime stabilization of the subgrade is specified, the lime is to be added in accordance with Section 02240, Lime stabilization.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

A. All acceptable subgrade preparation will be measured by the square yard.

B. The measured area includes the entire width of the roadway for the entire length as indicated.

4.2 PAYMENT:

A. The accepted quantities of subgrade preparation will be paid for at contact unit bid price per square yard.

B. When not listed as a separate contract pay item, subgrade preparation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

END OF SECTION

02230 - EXCAVATION

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of excavating and properly utilizing or otherwise properly disposing of all excavated materials, of whatever character, within the limit of work.

B. Excavation shall also consist of constructing, compacting, shaping and finishing of all earthwork in designated areas on the plans, as specified herein, and in conformity with the required lines grades and typical cross sections or as directed by the ENGINEER.

PART 2 - PRODUCTS

2.1 CLASSIFICATION:

A. All excavations shall be unclassified and shall include all materials encountered regardless of their nature or the manner in which they are removed.

PART 3 - EXECUTION

3.1 CONSTRUCTION METHODS:

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected.

B. Construction equipment shall not be operated within the drip line of trees, unless otherwise indicated.

C. Construction materials shall not be stockpiled under the canopies of trees. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.

D. All excavation shall be performed as specified herein and shall conform to the established alignment, grades and cross sections.

E. Suitable excavated materials may be utilized in constructing required embankments.

F. The construction of all embankments shall conform to Section 02236 - Embankment. No material shall be stockpiled within the banks of a waterway.

G. Unsuitable excavated materials or excavation in excess of that needed

for construction shall be known as "Waste" and shall become the property of the CONTRACTOR and it shall become his sole responsibility to properly dispose of this material off site in an environmentally sound manner at a permitted disposal site.

H. Adequate dewatering and drainage of excavation shall be maintained throughout the time required to complete the work.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

A. Measurement of the volume of excavation in cubic yards by the average end areas. Cross sectional areas shall be computed from the existing ground section to the established line of the subgrade, as shown on typical sections for the limits of the right-of-way or other work limits, including parkway slopes and sidewalk areas.

B. Measurement of the area in square yards of surface area excavated as shown on the typical sections included in the plans.

C. Measurement of the volume of excavation is in cubic yards, based upon the average end areas taken from pre-construction cross sections and planned grades. The planned quantities for excavation will be used as the measurement for payment for this item.

4.2 PAYMENT:

A. This item will be paid for at the contract unit price bid for "Excavation", as provided under the measurement method as included in the bid, which price shall be full compensation for all work herein specified: including dewatering, drainage, subgrade preparation, unless otherwise indicated and the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

B. When not listed as a separate contract pay item, excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with a the plans and these specifications.

END OF SECTION

02620 - SUBDRAINAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. CONTRACTOR shall furnish all labor, tools, and equipment and perform all Work necessary for, or incidental to, the supply and installation of pipe underdrains as shown in the DRAWINGS and specified herein. This WORK includes trenching, placement of a geotextile fabric, rock, HDPE pipe, PVC pipe, and clean-outs to drain water from structure foundations. The WORK shall be coordinated with the work of all other trades and activities on the PROJECT.

B. CONTRACTOR shall furnish and install all supplementary and miscellaneous items, appurtenances and devices incidental to or necessary for a complete installation.

1.02 RELATED SECTIONS

A. The following is a list of SPECIFICATIONS which may be related to this section: 1. Section 31 23 19, Dewatering. 2. Section 31 23 33, Trenching and Backfilling.

1.03 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Association of State Highway and Transportation Officials (AASHTO):
    a. M252, Standard Specification for Corrugated Polyethylene Drainage Pipe.
    b. M294, Standard Specification for Corrugated Polyethylene Pipe, 300-mm to 1500-mm Diameter.
    2. ASTM International (ASTM):
    a. C33, Standard Specification for Concrete Aggregates.
    b. D737, Standard Test Method for Air Permeability of Textile Fabrics.
    c. D1784, Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
    d. D3034, Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
    e. D3212, Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
    f. D3776, Standard Test Method for Mass per Unit Area (Weight) of Fabric.
    g. D3786, Standard Test Method for Bursting Strength of Textile Fabrics— Diaphragm Bursting Strength Tester Method.
    h. D3887, Standard Specification for Tolerances for Knitted Fabrics
    i. D4491, Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
    j. D4533, Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
    k. D4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
    l. D4751, Standard Test Method for Determining the Apparent Opening Size of a Geotextile.
    m. D4833, Standard Test Method for Index Puncture Resistance of Geotextiles,

Geomembranes, and Related Products.

n. D6241, Standard Test Method for the Static Puncture Strength of Geotextiles and Geotextile-Related Products using a 50-mm Probe
o. D6707, Standard Specification for Circular-Knit Geotextile for Use in Subsurface Drainage Applications
p. F405, Standard Specification for Corrugated Polyethylene (PE) Pipe and Fittings.
q. F477, Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.04 SUBMITTALS

A. Submittals shall include as a minimum the following:

1. Geotextile fabric.
2. Rock gradation results.
3. Polyethylene pipe and fittings (including slot perforation pattern).
4. PVC pipe and fittings (including perforation pattern).
5. Meter vault sections and lid (where required for clean-outs).

1.05 DELIVERY, STORAGE, AND HANDLING

A. Geotextile: During shipment and storage, the rolls of fabric shall be protected against deterioration from the sun, mud, dirt, dust, and other deleterious conditions at all times.

B. Keep Pipe shaded from direct sunlight prior to installation in the trench.

PART 2 PRODUCTS

2.01 GEOTEXTILE FABRIC

A. The fabric shall have complete resistance to deterioration from ambient temperatures, acid, and alkaline conditions, and shall be indestructible to microorganisms and insects. The material shall be resistant to short-term (until placement) deterioration by ultraviolet light or protected until placement, as recommended by the manufacturer, such that no deterioration occurs.

B. Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long chain synthetic polymers composed of at least eighty five percent (85%) by weight polyolefins, polyesters, or polyamides. They shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including selvedges.

C. The property values shown below are not design values, but represent the minimum accepted physical characteristics of the geotextile required. The number represents a value to be confirmed by the manufacturer. These values represent minimum average roll values (for example, any roll tested shall meet or exceed the minimum values in the table).

Property	Value	Test Method

Grab Strength	120 lbs.	ASTM D4632
Grab Tensile Elongation	55%	ASTM D4632
Burst Strength	225 psi	ASTM D3786
Puncture Resistance	65 lbs.	ASTM D4833
Trapezoid Tear Strength	50 lbs.	ASTM D4533
Apparent Opening Size	70, U.S. Standard Sieve	ASTM D4751
Permittivity	1.7 sec.-1	ASTM D4491
Water Flow Rate	140 gal./min./ft.2	ASTM D4491

D. Geotextile fabric for pipe underdrains shall be Mirafi 140N or equivalent.

2.02 DRAIN SLEEVE

Property	**Value**	**Test Method**
Weight	3.5 – 3.9 oz./yd2	ASTM D3776
Thickness	0.040 in.	
Burst Strength (min)	120 psi	ASTM D3887
Puncture Resistance (min)	180 lbs.	ASTM D6241
Air Permeability	700 ft.3 /ft.2 /min.	ASTM D737
Apparent Opening Size	30, U.S. Standard Sieve	ASTM D4751
Permittivity (min)	2.4 sec.-1	ASTM D4491
Water Flow Rate	300 gal/min/ft.2 (2" Constant Head)	ASTM D4491

2.03 ROCK BEDDING

A. Unless otherwise shown in the DRAWINGS, rock shall consist of dense, clean, uniformly graded material with a maximum size of two (2) inches and less than five percent (5%) passing the three-eighths inch (3/8") sieve. Coarse concrete aggregate meeting the requirements of ASTM C33 No. 4 may be used.

2.04 HDPE PIPE AND FITTINGS

A. ADS Heavy Duty Pipe meeting ASTM F405 with slotted or circular perforations providing a minimum inlet area as required by AASHTO M252 or AASTO M294 Class 2 perforations.. The slotted perforation pattern shall be in accordance with AASHTO M252 or AASHTO M294 Class 2 perforations providing a flow rate for six-inch (6") diameter pipe of ninety four hundredths (0.94) GPM at a one-foot (1') pressure head. The pipe is available in ten-foot (10') joints, one hundred (100), and one thousand five hundred (1,500) linear foot rolls. The pipe shall include a factory installed drain sleeve that meets the requirements of ASTM D6707 (ADS Drain Sleeve or approved equal).

B. HDPE pipe and fittings shall be made in accordance with ASTM F405.

C. HDPE pipe shall be Type S or approved equal.

2.05 PVC PIPE AND FITTINGS

A. Specifications and Dimensions:

1. PVC pipe and fittings shall be made in accordance with ASTM D1784.
2. The pipe shall be designed, manufactured, tested, inspected and marked in accordance with the provisions of this SPECIFICATION and ASTM D3034. The minimum wall thickness shall be SDR 35.
3. Nominal pipe lengths of pipe shall be twenty (20) feet, with shorter lengths provided as required by DRAWINGS, alignment, and grade.

B. Joint Type:

1. Pipe joints shall be made using an integral bell with an elastomeric gasket push-on type joint. The joint shall comply with the requirements of ASTM D3212.
2. Gaskets shall meet the requirements of ASTM F477.
3. Solvent-cement joints are strictly prohibited.

C. Perforations:

1. PVC piping shown on the DRAWINGS to be perforated shall be perforated to the pattern shown on the DRAWINGS. If no pattern is shown on the DRAWINGS, four (4) one-quarter inch (1/4") diameter holes shall be provided at six-inch (6") centers at the quarter points of the pipe. No perforation shall be made within six (6) inches from either end of the pipe.

2. Laterals, drain lines away from the structure, and the top ten (10) feet of cleanout risers shall have a solid wall.

2.06 METER VAULT

A. The precast concrete meter vault sections and lid shall be to the dimensions shown on the DRAWINGS. The vault shall be furnished by Amcor or equivalent. The lid shall be blank and not be labeled "water."

PART 3 EXECUTION

3.01 TRENCHING

A. The underdrain shall be trenched into the native soil a maximum of six (6) inches if so shown on the DRAWINGS to the grades shown on the DRAWINGS. The trenches shall slope uniformly at the grade shown on the DRAWINGS.

3.02 GEOTEXTILE FABRIC

A. All perforated pipe shall be wrapped with geotextile fabric.

B. Perforated pipe in cleanout risers shall be wrapped in geotextile fabric. Suitable means shall be found to seal the seam and maintain the position of the fabric during backfilling.

C. Care shall be taken not to tear any geotextile fabric during backfilling.

3.03 ROCK

A. Rock shall be placed on the geotextile fabric to the depth shown prior to placement of the underdrain pipe. After the pipe is in place, rock shall be placed along and over the top of the pipe in a manner that shall not damage the pipe.

3.04 HDPE PIPE AND FITTINGS

A. The pipe shall be installed in accordance with the manufacturer's written instructions, a copy of which shall be maintained on site during pipe installation.

3.05 PVC PIPE AND FITTINGS

A. General: When laying PVC pipe out on a curve, the joints may be deflected up to seventy five percent (75%) of the maximum value permitted by the manufacturer of the pipe. Tighter curves shall be made by either using shorter lengths of pipe or by using manufactured bends.

B. Perforated Pipe: Perforated pipe shall be placed in the rock bedding as shown on the DRAWINGS.

C. Solid Pipe: Solid PVC pipe shall be placed on six (6) inches of sand bedding, unless the native soil is capable of providing uniform support as approved by ENGINEER or shown on the DRAWINGS.

3.06 CLEAN-OUTS

A. The clean-out risers shall be protected from damage during the backfilling operations.

C. The ring and cap shall be secured in place with a reinforced concrete collar as shown on the DRAWINGS.

END OF SECTION

SECTION 02900 –PLANTING

PART I - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including Terms and Conditions (Construction) and Technical Specifications, apply to work of this section.

1.2 SUMMARY

A. Section Includes:

1. Plants.
2. Planting soils.
3. Tree stabilization.

B. Related Sections:

1. Division 32 Section "Turf and Grasses" for turf planting.

1.3 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

C. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

D. Finish Grade: Elevation of finished surface of planting soil.

E. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

F. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

G. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

H. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated, including soils.

1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.

B. Samples for Verification: For each of the following:

1. Compost and Hardwood Mulch: I-pint volume of compost and mulches in sealed plastic bags. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful establishment of plants.

B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.

B. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind bum, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

C. Handle planting stock by root ball.

D. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
2. Do not remove container-grown stock from containers before time of planting.
3. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet

condition.

1.7 PROJECT CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results . may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

C. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

I . When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.8 MAINTENANCE SERVICE

A. Initial Maintenance Service for Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until project acceptance.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60. I . Root flare shall be visible before planting.

C. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant as shown on Drawings.

2.2 SOIL AMENDMENTS

A. Compost: Manure Compost as furnished by The Natural Gardner, Austin, TX, phone: (512) 288-6113; well-composted, stable, and weed-free organic matter made from cow manure, stable bedding, and vegetable waste, free of noxious weed and pathogens.

2.3 PLANTING SOILS

A. Planting Soil: Existing, in-place surface soil. Verify suitability of existing surface soil to produce viable planting soil. Remove stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth. Mix surface soil with the following soil amendments in the following quantities to produce planting soil:

1. Ratio of Loose Compost to Surface Soil by Volume: 1:4.

2.4 MULCHES

A. Hardwood Mulch: Double shredded native Hardwood Mulch free of noxious weeds and pathogens.

B. Decomposed Granite Gravel Mulch: Red to dark pink in color and composed of a mixture of aggregate and clay fines obtained from naturally occurring deposits north of Johnson City or near Marble Falls, TX; equal to decomposed granite gravel supplied by Lindig Construction, Johnson City, TX, phone (830) 868-4864.

1. Mechanically crushed granite gravel is not an acceptable substitute for decomposed granite gravel obtained from naturally occurring deposits.
2. Decomposed granite gravel shall have the following approximate gradation:
   Retained on 3/4" sieve 0% to 15%
   Retained on 3/8" sieve 15% to 25%
   Retained on No. 4 sieve 40% to 55%
   Retained on No. 10 sieve 20% to 35%

2.5 TREE STABILIZATION MATERIALS

A. Stakes and Guys:

1. 8' long steel "T" posts painted dark green.
2. Guys Wires: Galvanized-steel wire, two-strand, twisted.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel,

paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.

C. Lay out plants at locations directed by Landscape Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 PLANTING AREAESTABLISHMENT

A. Loosen subgrade of planting areas to a minimum depth of 4 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

I. Spread planting soil to a depth of 8 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

a. Spread approximately one-half the thickness of planting soil over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.

B. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

C. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom

leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.

1. Excavate approximately two times as wide as ball diameter for container-grown stock.

B. Acceptable topsoil removed from excavations may be used in planting soil mix.

C. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE, SHRUB, AND VINE PLANTING

A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Set balled and burlapped stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

1. Use planting soil for backfill.
2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
4. Continue backfilling process. Water again after placing and tamping final layer of soil.

D. When planting on slopes, set the plant so the root flare on the uphill' side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.

B. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

C. Do not apply pruning paint to wounds.

3.7 TREE STABILIZATION

A. Install trunk stabilization as follows unless otherwise indicated:

1. Stake trees of 2" caliper size and larger as detailed on drawings.

3.8 PLANTING AREA MULCHING

A. Mulch backfilled surfaces of planting areas and other areas indicated.

1. Trees in Turf Areas: Apply shredded hardwood mulch ring of 3-inch average thickness as detailed. Do not place mulch within 2 inches of trunks or stems.
2. Hardwood Mulch in Planting Areas: Apply 2-inch average thickness of mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 2 inches of trunks or stems.

3.9 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

3.10 CLEANUP AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.

B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

C. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

3.11 DISPOSAL

A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

IRRIGATION PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including Terms and Conditions (Construction) and Technical Specifications, apply to work of this section.

1.2 SUMMARY

A. Section Includes:

1. Piping.
2. Encasement for piping.
3. Manual valves.
4. Pressure-reducing valves.
5. Automatic control valves.
6. Automatic drain valves.
7. Transition fittings.
8. Miscellaneous piping specialties.
9. Quick couplers.
10. Drip irrigation specialties.
11. Controllers.

1.3 DEFINITIONS

A. Circuit Piping: Downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.

B. Drain Piping: Downstream from circuit-piping drain valves. Piping is not under pressure.

C. Main Piping: Downstream from point of connection to water distribution piping to, and including, control valves. Piping is under water-distribution-system pressure.

D. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.

1.4 PERFORMANCE REQUIREMENTS

A. Irrigation zone control shall be automatic operation with controller and automatic control valves.

B. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100 percent irrigation coverage of areas indicated.

C. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties unless otherwise indicated:

1. Irrigation Main Piping: 50 psi.
2. Circuit Piping: 10 psi.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers that include a State of Texas licensed irrigation installer

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

PART 2 - PRODUCTS

2.1 PIPES, TUBES, AND FITTINGS

A. Comply with requirements in the piping schedule for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.

B. PVC Pipe: ASTM D 1785, PVC 1120 compound, Schedule 40, except where schedule 80 is specified on drawings.

2.2 PIPING JOINING MATERIALS

A. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

2.3 MANUAL VALVES

A. Brass Ball Valves:

1. Equal to Watts FBV-3C.

2.4 AUTOMATIC CONTROL VALVES

A. Plastic, Automatic Control Valves:

1. Valve for water storage tank makeup water: Rain Bird PEB series.

2. Drip irrigation zone valve: Rain Bird #XCZ-100-PRF Zone Control Kit.

2.5 QUICK COUPLERS

A. Equal to Rain Bird #3RC, 33DK, SH-0 %" quick coupler valve, key, and hose swivel.

2.6 DRIP IRRIGATION SPECIALTIES

A. Drip Tubes with Direct-Attached Emitters:

I. Equal to Rain Bird #XFS-06-18 Subsurface Dripline with copper shield technology.

B. Air Relief Valves: Equal to Rain Bird #ARV050.

2.7 CONTROLLERS

A. Equal to Rain Bird #ESP-SMT4 4-station outdoor irrigation controller with two (2) #ESPSM6 6-station expansion module.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Provide minimum cover over top of underground piping according to the following:

1. Irrigation Main Piping: Minimum depth of 18".
2. Circuit Piping: 12"

3.2 PIPING INSTALLATION

A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.

B. Install piping at minimum uniform slope of 0.5 percent down toward drain valves.

C. Install piping free of sags and bends.

D. Install fittings for changes in direction and branch connections.

E. Lay piping on solid subbase, uniformly sloped without humps or depressions.

F. Install piping in sleeves under parking lots, roadways, and sidewalks.

G. Install sleeves made of Schedule 40 PVC pipe and socket fittings, and solvent-cemented joints.

3.3 JOINT CONSTRUCTION

A. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

B. PVC Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
2. PVC Pressure Piping: Join schedule number, ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM. D 2855.
3. PVC Nonpressure Piping: Join according to ASTM D 2855.

3.4 DRIPIRRIGATION SPECIALTY INSTALLATION

A. Install drip tubes 1 *Yz"* below finish grade.

3.5 AUTOMATIC IRRIGATION-CONTROL SYSTEMINSTALLATION

A. Equipment Mounting: Install exterior freestanding controllers on building wall at location indicated on drawings.

B. Install control cable in same trench as irrigation piping and at least 2 inches or beside piping. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas.

3.6 CONNECTIONS

A. Connect irrigation main line to rain water harvesting system specified on drawings.

B. Install piping adjacent to equipment, valves, and devices to allow service and maintenance.

C. Connect wiring between controllers and automatic control valves.

3.7 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

B. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

C. Tests and Inspections:

1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Any irrigation product will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

3.8 STARTUP SERVICE

A. Perform the following startup service:

1. Complete installation and startup checks according to manufacturer's written instructions.
2. Verify that controllers are installed and connected according to the Contract Documents.
3. Verify that electrical wiring installation complies with manufacturer's submittal.

3.9 ADmSTING

A. Adjust settings of controllers.

B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.

3.10 CLEANING

A. Flush dirt and debris from piping before installing sprinklers and other devices.

3.11 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain automatic control valves and controllers.

TURF AND GRASSES PART 1 -
GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including Terms and Conditions (Construction) and Technical Specifications, apply to work of this section.

1.2 SUMMARY

A. Section Includes:

1. Seeding.

1.3 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

C. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

D. Subgrade: Surface or elevation of subsoil remaining after excavation is complete or top surface of a **fill** or backfill before planting soil is placed.

1.4 INFORMATIONAL SUBMITTALS

A. Certification of Grass Seed: From seed vendor for each grass-seed mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

1. Certification of each seed mixture: Include identification of source and name and telephone number of supplier.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted **in** successful turf establishment.

1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.

2. Experience: Three years' experience in landscaping

1.6 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

PART 2 - PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species: State-certified seed of grass species as follows:

C. Seed Species: Seed of grass species sown at the following rates of pure live seed (PLS) per 1000 square feet:

1. Plains Bristelgrass, Setaria leucopila, 1 pound PLS.
2. Sideoats Grama, Bouteloua curtipendula, 1 pound PLS.
3. Cotton Top, Digitaria califomica, 1 pound PLS.
4. Green Sprangletop, Leptochloa dubia, 1 pound PLS.
5. Add 5 pounds (bulk weight) Winter Oats per 1000 square feet to the above mix when seeding between the months of September and February.

2.2 PLANTING SOILS

A. Planting Soil: Existing, in-place surface soil. Verify suitability of existing surface soil to produce viable planting soil. Remove stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and othr extraneous materials harmful to plant growth.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

3.3 TURF AREA PREPARATION

A. Limit turf subgrade preparation to areas to be planted.

B. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:

1. Loosen surface soil to a depth of at least 4 inches.
2. Remove stones larger than 2 inches in any dimension and sticks, roots, trash, and other extraneous matter.
3. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

D. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

E. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.

1. Do not use wet seed or seed that is moldy or otherwise damaged.
2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

B. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

C. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1" in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.

1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

3.5 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

END OF SECTION 02900

SECTION 02917

SOIL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes planting soils specified according to performance requirements of the mixes for use beneath turf grass sod.

B. Related Requirements:

1. Irrigation
2. Planting
3. Sodding

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include recommendations for application and use.
2. Include test data substantiating that products comply with requirements.
3. Include sieve analyses for aggregate materials.
4. Submit verification that packaged materials are registered by each state in which material is sold.

1.5 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil.

1. Notify Architect seven days in advance of the dates and times when laboratory samples will be taken.

B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.

1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Do not move or handle materials when they are wet or frozen.
4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Regional Materials: Imported soil, manufactured planting soil, and soil amendments and fertilizers shall be manufactured within 500 miles (800 km) of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site.

2.2 PLANTING SOILS

A. Planting-Soil Type: Imported, naturally formed soil from off-site sources and consisting of **[sandy loam] [loam] [silt loam] [loamy sand] [or] [sand]** soil according to USDA textures; and modified to produce viable

planting soil. Amend imported soil with materials specified in other articles of this Section to become planting soil complying with the following requirements:

1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 4 inches (100 mm) deep, not from agricultural land, bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including, but not limited to, quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and bromegrass.
2. Percentage of Organic Matter: Minimum **[0] [3] [6] [10]** percent by volume.
3. Soil Reaction: pH of 6 to 7.5.

2.3 INORGANIC SOIL AMENDMENTS

A. Should inorganic soil amenements be required, provide under the following criteria:

1. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
   a. Class: T, with a minimum of 99 percent passing through a No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through a No. 60 (0.25-mm) sieve.
   b. Class: O, with a minimum of 95 percent passing through No. 8 (2.36-mm) sieve and a minimum of 55 percent passing through a No. 60 (0.25-mm) sieve.
2. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through a No. 40 (0.425-mm) sieve.
3. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
4. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 (0.30-mm) sieve.
5. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

2.4 ORGANIC SOIL AMENDMENTS

A. Should organic soil amendments be required, provide under the following criteria:

1. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture with 100 percent passing through a 1/2-inch (13-mm) sieve, a pH of 3.4 to 4.8, and a soluble-salt content measured by electrical conductivity of maximum 5 dS/m.
2. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
   a. Partially Decomposed Wood Derivatives: In lieu of shredded and composted wood derivatives, mix shredded and partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. (2.4 kg/cu. m)] of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. (4 kg/cu. m) of loose sawdust or ground bark.

2.5 FERTILIZERS

A. Fertilizer: Granular,pelleted, or liquid/flowable fertilizer:

1. Composition: 20 percent nitrogen, 20 percent phosphorous, 10 percent potassium, and 3 percent iron, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

PART 3 - EXECUTION

3.1 GENERAL

A. Place planting soil and fertilizers according to requirements in other Specification Sections.
B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
C. Proceed with placement only after unsatisfactory conditions have been corrected.
D. Follow recommendations in "Specifications for Subsoil Preparation Where Topsoil Is To Be Added", "Specifications for Topsoil Material and Application, and "Specifications for Fertilizer pH Correction Materials and Final Soil Preparation sections in TPI's "Guideline Specifications to Turfgrass Sodding."

3.2 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Subgrade Preparation:

1. [Till subgrade to a minimum depth of **[6 inches (150 mm)] [8 inches (200 mm)], [10 inches (250 mm)]**.. Remove stones larger than 2 inches (50 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them.

a. Apply, add soil amendments, and mix approximately half the thickness of unamended soil over prepared, loosened subgrade according to "Mixing" Paragraph below. Mix thoroughly into top 4 inches (100 mm) of subgrade. Spread remainder of planting soil.]

2. [Prepare to USGA prescribed criteria for playing surfaces.]

C. Mixing: Spread unamended soil to total depth of 6 inches (150 mm), but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

1. Amendments: Apply soil amendments and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.

D. Compaction: Compact each blended lift of planting soil to 75 to 90 percent of maximum Standard Proctor density according to ASTM D 698.

E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.3 PLACING MANUFACTURED PLANTING SOIL OVER EXPOSED SUBGRADE

A. General: Apply manufactured soil on-site in its final, blended condition. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Subgrade Preparation: Till subgrade to a minimum depth of 8 inches (200 mm). Remove stones larger than 2 inches (50 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them.

1. Apply approximately half the thickness of planting soil over prepared, loosened subgrade. Mix thoroughly into top 4 inches (100 mm) of subgrade. Spread remainder of planting soil.

C. Application: Spread planting soil to total depth of 4 inches (100 mm), but not less than required to meet finish grades after natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

D. Compaction: Compact each lift of planting soil to 75 to 90 percent of maximum Standard Proctor density according to ASTM D 698.

E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.4 BLENDING PLANTING SOIL IN PLACE

A. General: Mix amendments with in-place, unamended soil to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Preparation: Till unamended, existing soil in planting areas to a minimum depth of 8 inches (200 mm). Remove stones larger than 2 inches (50 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

C. Mixing: Apply soil amendments and fertilizer, if required, evenly on surface, and thoroughly blend them into full depth of unamended, in-place soil to produce planting soil.

D. Compaction: Compact blended planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D 698.

E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform the following tests and inspections:

1. Compaction: Test planting-soil compaction after placing each lift and at completion using a densitometer or soil-compaction meter calibrated to a reference test value based on laboratory testing according to ASTM D 698. Space tests at no less than one for each 2000 sq. ft. (200 sq. m) of in-place soil or part thereof.

2. Performance Testing: For each amended planting-soil type, demonstrating compliance with specified performance requirements. Perform testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.

C. Soil will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Label each sample and test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample was taken, and sampling depth.

3.6 CLEANING

A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.

B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them.

1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 02917

SECTION 02923

SODDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sodding.

1.2 REFERENCES

A. Hortus III – 1976 Edition, Bailey Hortorium, Cornell University.

B. Guideline Specifications to Turfgrass Sodding – 1995 Edition, By Turfgrass Producers International

1.3 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.

D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

E. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Certification of grass sod.

1. Certification of each seed mixture for turfgrass sod.

C. Product certificates.

D. Planting Schedule: Indicating anticipated planting dates for each type of planting.

1.5 QUALITY ASSURANCE

A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor On Project site when planting is in progress.

B. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory.

1. Report suitability of topsoil for lawn growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Sod: Harvest, deliver, store, and handle sod according to requirements in TPI's "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in its "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

1.7 PROJECT CONDITIONS

A. Do not install lawns during rainy or freezing weather, or when soil is frozen.

1.8 TIMING OF INSTALLATION

A. Sod:

1. Immediately after finish grading is accepted.

2. Allow sufficient time for sod to knit together and meet requirements for preliminary review.

1.9 WARRANTY

A. Time Period: Warrant that lawns are in healthy and flourishing condition of vigorous active growth one year from date of Final Acceptance.

B. Appearance During Warranty: Lawns shall be free of dead or dying patches, and all areas shall show foliage of a normal density, size and color.

C. Delays: Delays caused by the Contractor in completing planting operations which extend the planting into more than one planting season shall extend the Warranty Period correspondingly.

D. Exceptions: Contractor shall not be held responsible for failures due to neglect by Owner, vandalism, or Acts of God during Warranty Period. Report such conditions in writing.

1.10 MAINTENANCE SERVICE

A. Initial Lawn Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:

1. Seeded Lawns: 60 days from date of planting completion.

    a. When initial maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season.

2. Sodded Lawns: 30 days from date of planting completion.

PART 2 - PRODUCTS

2.1 LAWN SOD

A. One year old nursery-grown sod that is certified Bermuda TIFWAY 419.

B. Dense, healthy, field-grown on fumigated soil with the grass having been mowed at 1-inch height before lifting from field.

C. Dark green in color, free of thatch, free from diseases, weeds and harmful insects.

D. Reasonably free of objectionable grassy and broad leaf weeds. Sod shall be considered weed free if no more than ten (10) such weeds are found per 100 sq. ft. of sod.

E. Sod shall be rejected if found to contain the following weeds:

1. Quackgrass.

2. Johnson grass.

3. Poison ivy.

4. Nimbleweed.

5. Thistle.

6. Bindweed.

7. Bentgrass.

8. Perennial sorrel.

9. Bromegrass.

F. All sod to be cut 1-1/2 inches deep. Rhizome development should be apparent.

2.2 GENERAL ACCESSORIES

A. Water: Potable water as furnished by Owner.

B. Pre-plant Fertilizer: See Soil Preparation - Section 329113

C. Top-Dress Fertilizer: 16-6-8 (N-P-K)

D. Herbicides: Do not use herbicides which persist in the ground longer than 30 days.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Grades: Verify that grades are within 1-inch plus or minus the required finished grades. Verify that all soil preparation has been completed and approved. Report all variations in writing.

2. Stones, Weeds, Debris: Verify that all areas to receive lawns and grasses are clear of stones larger than 1-1/2 inch in diameter, weeds, debris, and other extraneous materials.

3.2 PREPARATION

A. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

B. Before planting, restore areas if eroded or otherwise disturbed after finish grading.

3.3 SODDING

A. Sod Bed Preparation:

1. Rolling: Roll amended soil with 200 pound water-ballast roller.

2. Moistening Soil Surface: After all unevenness in the soil surface has been corrected, lightly moisten the soil immediately prior to laying the sod.

3. Timing: Sod immediately thereafter, provided the sod bed has remained in friable condition.

B. Sodding Operations :

1. Big roll sod shall be installed by tractors with proper flotation tires of by an approved big roll sod installation machine. Care should be taken to roll out sod at a proper speed so that no humping or tearing of sod occurs. Sod will be manually pulled together by stiff rakes to insure no gaps remain in the seams. Joints should be staggered. Damaged or problem areas shall be cut out and replaced in a professional matter.

2. Starter Strip:

   a. Lay first row of sod in a straight line, with subsequent rows parallel to and tightly against each other.

   b. Stagger lateral joints.

   c. Do not stretch or overlap sod.

   d. Butt all joints tightly to eliminate all voids.

3. Cutting: Use a sharp knife to cut sod to fit curves, surface components of the irrigation system or other items.

4. Tamping and Rolling: Thoroughly tamp and roll sod to make contact with sod bed. Roll each entire section of completed sod.

5. Watering: Thoroughly water sod immediately after installation to wet the underside of the new sod pad and the soil immediately below to a depth of 6 inches. Maintain constant moisture for 2 weeks or until sod is fully rooted.

6. Top-Dress Fertilizer: Apply at the rate of (6) to (8) pounds per 1,000 square feet at 25 days and at 50 days after sodding.

3.4 LAWN MAINTENANCE

A. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, re-grade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth lawn. Provide materials and installation the same as those used in the original installation.

B. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowing.

3.5 SATISFACTORY LAWNS

A. Satisfactory Sodded Lawn: At end of maintenance period, a healthy, well-rooted, even- colored, viable lawn has been established, free of weeds, open joints, bare areas, and surface irregularities.

B. Use specified materials to reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

3.6 FIELD QUALITY CONTROL

A. Tests: Samples of materials may be taken and tested for conformity to specifications at any time.

B. Rejected Materials: Remove rejected materials immediately from site at Contractor's expense. Pay cost of testing of materials not meeting specified requirements.

3.7 CLEANING

A. Erosion: Immediately restore eroded areas. Keep all adjacent paved surfaces clear of dirt, mud, stains, and organic debris.

END OF SECTION 02923

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Cast-in-place-concrete
   2. Concrete mix design
   3. Grouting structural steel base plates

B. Related Sections include the following:
   1. Division 1 Section "Quality Control."
   2. Division 3 Section "Concrete Forms and Accessories."
   3. Division 3 Section "Concrete Reinforcement."
   4. Division 7 Section "Vapor Barrier Membrane."
   5. Division 9 Section "Painting."

1.3 DESCRIPTION

A. Work Included: Furnish all materials, equipment, transportation and facilities, and perform all labor necessary for the following:
   1. Furnish and place cast-in-place concrete.
   2. Grouting structural steel.
   3. Finishing and curing of concrete.
   4. Concrete Mix Designs.
   5. Laboratory testing of concrete.

B. All concrete shall be ready-mixed or transit-mixed, obtained from a plant, the operations of which shall conform to requirements of ASTM C94. Job-mixed concrete shall not be used, except where particularly authorized by the Owner in small quantities such as may be needed to affect patching and repairs.

1.4 REFERENCES

A. The latest adopted edition of all standards referenced in this specification section shall apply, unless noted otherwise.

1.5 SUBMITTALS

A. Submit proposed mix designs prepared in accordance with ACI 301, Chapter 3.9. Each proposed mix design shall be accompanied by a complete standard deviation analysis based on at least 30 consecutive strength tests or by three laboratory trial mixtures with the confirmation tests.

B. Failure by the contractor to submit the shop drawings, test reports and/or mix designs required above shall release the architect and the engineer from any liabilities due to the negligence on the part of the contractor to comply with the construction documents.

1.6 CONCRETE MIX DESIGNS

A. Selection of proportions: Proportions of ingredients for concrete mixes shall be determined and/or certified by an independent testing laboratory in accordance with the requirements of Chapter 5 of the ACI Standard "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE: (ACI 318-99), to provide characteristics listed on the drawings for each class of concrete.

1. General: Concrete shall be composed of Portland Cement, fine aggregate, coarse aggregate, water, and as specified, an air-entraining admixture. Proportions of ingredients shall produce a mixture which will work readily into corners and angles of forms, bond to reinforcement, without segregation or excessive bleed water forming on the surface.

Water-reducing admixture or high range water-reducing admixture (super plasticizer) may be used at contractor's option if properly designed into concrete mix.

Use air-entraining admixture in all concrete exposed to weather. Add air- entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content within 3% to 5%.

Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:

Ramps and Sloping Surfaces: Not more than 3". Reinforced Foundations Systems:

4" plus or minus 1". Other Concrete: 4" plus or minus 1".

1. Ready-Mix Concrete: Comply with requirements of ANSI/ASTM C 94, and as herein specified.
   a. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ANSI/ASTM C 94 may be required.
   b. When air temperature is between 85° F. (30° C.) and 90° F. (32° C.), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90° F. (32° C.), reduce mixing and delivery time to 60 minutes.
2. Required Average Strength Above Specified Strength: Determinations of required average strength above specified strength shall be based on the standard deviation record of the production facility in accordance with ACI

301. Calculation of standard deviation of compressive strength results shall be in accordance with ACI 214, "Recommended Practice for Evaluation of Comprehensive Test Results of Field Concrete."

3. If a suitable record of past performance is not available, proportions shall be selected on the basis of laboratory trial batches to produce an average strength greater than the specified strength f'c by the amount defined in ACI 301, Table 3.9.2.2.
4. All concrete mix designs shall include the following information:
   a. Proportions of cement, fine and course aggregates and water.
   b. Water-cement ratio, design strength, slump and air content.
   c. Type of cement and aggregates.
   d. Type and dosage of all admixtures.
   e. Special requirements for pumping.
   f. Range of ambient temperature and humidity for which the design is valid.
5. If a testing laboratory provides concrete mix designs, it shall be selected by the Contractor, approved by the Architect and paid for by the Contractor.

1.7 LABORATORY TESTING AND INSPECTION

A. Materials and operations shall be tested and inspected as work progresses. Failure to detect defective work shall not prevent rejection when defect is discovered, nor shall it obligate the Architect for final acceptance.

B. Testing agencies shall meet the requirements of "Recommended Practice for Inspection and Testing Agencies for Concrete and Steel in Construction" ASTM E 329.

C. The following testing services shall be performed by the testing laboratory:
1. Secure concrete samples in accordance with "Method of Sampling Fresh Concrete" ASTM C172-.
2. Mold and cure four specimens from each sample in accordance with "Method of Making and Curing Concrete Compression and Flexural Specimens in the Field" ASTM C31-. The cylinders shall be stored in the field for 24 hours and then transported to the laboratory to be cured.
3. Test specimens in accordance with "Method for Test for Compressive Strength of Molded Concrete Cylinders" ASTM C39-. Two specimens shall be tested at 28 days for acceptance and one shall be tested at 7 days for information. One specimen shall be held for future testing, if required.
4. Make one strength test (four cylinders) for each 100 cu. yd. or fraction thereof, of each mix design of concrete placed in any one day.
5. Determine total air content of air entrained normal weight concrete for each strength test in accordance with ACI 231.
6. Report test results in writing to the Architect and Structural Engineer on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of contractor, name of concrete type and class, location of

concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day test and 28-day tests, air content.

7. Determine slump for each strength test and whenever consistency of concrete appears to vary, using "Method of Test for Slump of Portland Cement Concrete" ASTM C143.
8. Determine temperature of concrete sample for each strength test.

D. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained. Test to determine adequacy of concrete will be by cored cylinders complying with ASTM C42. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

E. Monitor the addition of water at the jobsite and the length of time concrete is allowed to remain in the truck before placement.

F. Testing non-shrink grout: Make one strength test for every 10 baseplates grouted.

G. The Contractor shall provide and pay for the necessary testing services of the following:
1. Qualification of proposed materials and the establishment of mix designs in accordance with "Building Code Requirements for Structural Concrete" ACI 318.
2. Other testing services needed or required by the Contractor.

H. To facilitate testing and inspection, the contractor shall:
1. Furnish necessary labor to assist testing agency in obtaining and handling samples at the job site.
2. Advise the testing agency in advance of operations to allow for the assignment of testing personnel and testing.
3. Provide and maintain for the use of the testing agency adequate facilities for proper curing of concrete test specimens on the project site in accordance with "Methods of Making and Curing Concrete Compression and Flexural Specimens in the Field" ASTM C31.

I. Evaluation and acceptance:
1. The strength level of the concrete will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed specified strength and no individual test result (average of two cylinders) is below specified strength by more than 500 psi.
2. Completed concrete work will be accepted when the requirements of "Specifications for Structural Concrete for Buildings" ACI 301, Chapter 18 have been complied with.
3. In any case, where the average strength of the laboratory control cylinders, as shown by the tests for any portion of the structure, falls below the minimum specified ultimate compressive strength, the Architect shall have the right to

require the Contractor to provide improved curing conditions of temperature and moisture to secure the required strength. Also, if the average strength of the laboratory control cylinder should fall so low as to cause the portions of the structure to which the respective unsatisfactory test reports apply to be in question by the Architect, the Contractor shall follow the core procedure set forth in the current edition of ASTM C42. If the results of the core tests indicate, in the opinion of the Architect, that the strength of the structure is inadequate, such replacement, load testing, or strengthening as may be ordered by the Architect shall be provided by the Contractor without cost to the Owner.

J. Reports: The testing laboratory shall make reports to the following:
Concrete supplier - 1 copy
Contractor - 1 copy Owner - 1 copy
Architect - 1 copy
Structural Engineer - 1 copy

1. Reports shall be made and distributed immediately after the respective tests or inspections are made.
2. Where reports indicate deviations from the Contract Documents, they shall also include a determination of the probable cause of the deviation and where applicable, a recommendation for corrective action.
3. Wherever the testing laboratory recognizes a trend of decreasing quality in the concrete due to changing reasons, conditions of curing or other cause; this shall be brought to the attention of the Architect, along with a recommendation for corrective action to be taken before the materials fall below the requirements of these Specifications.

K. Authority & Responsibilities of the Testing Laboratory

1. The laboratory representative shall immediately notify the Architect and the Contractor of any deviance from Specifications and approved design mixes observed at the mixing plant or the job site.
2. If, in the opinion of the laboratory representative, the deviance observed will be probable cause for subsequent rejection of the material, he shall so inform the Contractor and Architect so that a timely decision as to whether or not to continue operations can be made.
3. Subsequent to on-the-spot verbal notification, the laboratory shall file a written report of any deficiencies or deviance noted including a summary of conversations and decisions made and action taken at the time in accordance with Paragraph 1.
4. The testing laboratory shall control field adjustments made to concrete mixes to compensate for field conditions and report same in accordance with Paragraph H.

1.8 QUALITY ASSURANCE

A. Materials and work shall conform to the requirements of all standards, code, and recommended practices required in Contract Documents. In conflicts between a standard and the contract Documents, the Contract Documents shall govern. In the case of a conflict between the Contract Documents and the local building code, the more stringent requirement shall govern.
   1. Applicable Standards:
      a. "Specifications for Structural Concrete for Buildings" ACI 301-84.
      b. "Building Code Requirement for Structural Concrete" ACI 318-99.
      c. "Standard Specifications for Ready-Mixed Concrete" ASTM C94.

PART 2 - PRODUCTS

2.1 MATERIALS FOR STRUCTURAL CONCRETE

A. Portland Cement shall conform to ASTM C150-, Type I, domestic manufacturer. Only one (1) brand of cement shall be used throughout the work.

B. Fine aggregate shall conform to the applicable requirements of the current edition of ASTM C33, and shall be natural bank or river sand, washed and screened, consisting of hard, durable, uncoated particles free of deleterious matter, and shall be so graded from coarse to fine as to produce a minimum percentage of voids.

C. Coarse aggregate shall conform to the current edition of ASTM C33, shall be gravel or crushed stone suitably processed, washed and screened, and shall consist of hard, durable particles without adherent coatings. Maximum aggregate #467 for piers, #57 for all other concrete.

D. Concrete Admixtures: Provide admixtures produced and serviced by established, reputable manufacturer and used in compliance with manufacturer's recommendations.
   1. Air-entraining agent, conforming to ASTM C260, and CRD C-13, "MB-VR" by Master Builders or approved equal.
      a. When requested, certification attesting to the percentage of effective solids and compliance with ASTM C260- shall be furnished.
   2. Water-reducing, set-controlling admixture, conforming to ASTM C494-, Type A (water-reducing).
      a. Field Service: When requested, a qualified concrete technician employed by the manufacturer shall be available to assist in proportioning concrete materials for optimum use, to advise on proper use of the admixture and adjustment of concrete mix proportions to meet job-site and climatic conditions.
      b. Obtain approval of the Architect, in writing, before using set-controlling admixtures.
   3. Calcium chloride and admixtures containing more than 0.05 percent chloride ions will not be permitted in the concrete mixtures.

4. Fly Ash will be allowed for up to 10% by volume as a partial substitute for cement.

E. Water shall be city water.

2.2 CURING MATERIALS

A. Ref: Division 3 Section "Special Concrete Floor Finishes"

B. Waterproof paper, for curing exposed finish concrete floors, shall be non-staining two (2) ply, reinforced in both directions with fibers completely embedded in asphalt, and conforming to the requirements of the current edition of ASTM C171.

C. Curing compound shall be Master Builders' "Masterseal", or "Sealtight" CS-309, clear (transparent) non-yellowing compound as manufactured by W.R. MEADOWS, INC., Elgin, IL. Curing compound shall not be used on concrete that will be permanently exposed. Curing compound to be used on concrete surfaces to receive vinyl composition or vinyl tile shall be "Kure-N-Seal" by Sonneborn. Test compatibility with adhesives/grouts prior to applying compound. Compound shall conform to ASTM C309.

D. Bonding Compound: Two component, moisture insensitive, extended pot life epoxy bonding agent equal to "Sikadur 32 Hi-Mod LPL," by the Sika Corporation or equal.

2.3 FINISHING MATERIALS

A. Cement Floor Leveling Compound: Camp's "Latex Mix" (Liquid Felt up to 1/8" over 1/8" mix with Portland Cement and Sand), as distributed by the Tichenor Company, Dallas, Texas or approved equal. Floor leveling compound may only be used in areas receiving ceramic tile.
   1. At areas receiving tile only.

B. Abrasive Aggregate for Non-slip Finish: Provide fused aluminum oxide grits, or crushed emery, as abrasive aggregate for non-slip finish with emery aggregate containing not less than 40% aluminum oxide and not less than 25% ferric oxide. Use material that is factory graded, packaged, rust-proof and non-glazing, and is unaffected by freezing, moisture and cleaning materials.

C. Floor Sealing Compound: "Kure-n-Seal" by Sonneborn or approved equal.

D. Evaporation retarder: "Confilm" by Master Builders; spray applied liquid film for hot weather finishing.

2.4 MISCELLANEOUS MATERIALS

A. Expansion Joint Material: Preformed expansion joint material conforming to ASTM D-1751.

B. Drilled Anchor Bolts: Shall be "Wej-It" bolts as manufactured by the WEJ-IT Corp., Broomfield, Colorado; "Kwik Bolt T", by Hilti Fastening Systems; "Trubolt" as manufactured by Ramset Fastening Systems; or approved equal.

C. Rust Inhibitor: For field application to metal accessories shall be Hi-Build Epoxoline manufactured by the Tnemec Co., Inc., Kansas City, Missouri or approved equal.

D. Accessories: AC315 Galvanized chairs, stools, spacers, etc. shall be by Superior Manufacturing Co., or equal.

E. Waterstop: Preformed flexible PVC CE VRD-C572 waterstop for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections and directional changes. Acceptable manufacturers include:
   1. W. R. Meadows
   2. Greenstreak
   3. Tamms Industries

F. Dowels and Sleeves: ¾" plain round rod on chairs, with plastic sleeves on one end and anchor on one end, 24 inches long, allowing inch movement. Refer to drawings.

2.5 NON-SHRINK GROUT

A. Shall be pre-mixed, non-shrinking, non-metallic, high strength grout. Compressive strength in 7 days shall be 5000 psi minimum and 7000 psi minimum at 28 days. Manufacturer shall provide evidence that the material meets the criteria of the Corps of Engineers Specification No. CRD-C 621-82B and ASTM C1107. Grout shall be non-oxidizing.
   1. Manufacturers: Master Builders Co. Masterflow 713

B. Euclid Chemical Company: NS Grout.

2.6 EPOXY (FOR PATCHING)

A. Shall be a two-component polymer modified cementitious system equal to Sikatop series as manufactured by Sika Chemical Corp., Lyndhurst, New Jersey or approved equal. Sikatop product selected shall be appropriate for intended repair and shall be approved by Architect.

2.7 ANCHORING CEMENT (FOR GROUTING ANCHOR BOLTS AND DOWELS)

A. "Super Por-Rok" Exterior Anchoring Cement by Minwax Construction Products division of Minwax Corporation, or approved equal, distributed by Bacrac Supply, (214) 638-2504, 3434 Easy Street, Dallas.

2.8 SAND-CEMENT GROUT

A. Shall be a mixture of one part Type I Portland Cement and 2-1/2 parts clean, natural sand conforming to ASTM C33. Water content shall be 5-1/2 gallon per sack of cement, maximum.

PART 3 - EXECUTION

3.1 PRODUCTION OF CONCRETE

A. Concrete shall not be mixed for placing in the work until mix designs and corresponding strength tests have been submitted and accepted by the architect.

B. Measuring Ingredients: The ingredients for concrete shall be measured separately for each batch, either by weight or by volume. When batched by volume, aggregates shall be measured loose as shoveled into measuring devices and struck level. When ingredients are batched by weight, the weights shall be established from volume measurements of aggregates truly representative of the materials intended for use in the work.

C. Admixture: Admixtures shall be introduced in quantities and according to methods recommended by the manufacturers of the materials approved for use. The slump limits shown on the drawings shall apply before the inclusion of the admixture. An air-entraining agent shall be added to the mix where specified in sufficient quantity to assure controlled entrainment at the percentages specified.

D. Mixing: Transit-mixed concrete conforming to the requirements of ASTM C94 shall be used in lieu of concrete mixed at the job site. Concrete shall not be transported or used in any case after a period in excess of 90 minutes has elapsed after the introduction of water into the mixer. The transit-mixed concrete supplier shall have a plant of sufficient capacity, and adequate transportation facilities, to assure continuous delivery at the rate required. The frequency of deliveries to the site of the work must be such as to provide for placing the concrete continuously throughout any one pour.

E. The use of synthetic fibers will not be permitted.

F. When approved by the laboratory inspector, water may be added to the truck at the jobsite to adjust the slump, but the water content shall not exceed the maximum specified water/cement ratio for the mix.

3.2 PLACING CONCRETE

A. Preparation:
   1. Equipment for chuting, pumping, and pneumatically conveying concrete shall be of such size and design as to assure a practically continuous flow of concrete at the delivery end without separation of the materials, and all of the details thereof shall be submitted to the Architect for approval in advance of the use of such equipment. The use of aluminum chutes or conveyors for transporting concrete horizontally will not be permitted.
   2. Inserts: Give the various trades and subcontractors ample notification and opportunity to install anchors, nailers, pipes, conduits, boxes, inserts, thimbles, sleeves, frames, vents, wires, supports, or other items required to be built into the concrete by the provisions of the Drawings or of the Specifications governing the work of such trades and subcontractors, or as may be necessary for the proper execution of their work.
   3. Contractor shall provide access for delivery and provide sufficient equipment and manpower to rapidly place all concrete.
      a. All work shall be in accordance with ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete."
      b. Formwork shall have been completed; snow, ice, water and debris removed from within forms.
      c. Expansion joint material, anchors and all embedded items shall have been positioned.
      d. Concrete shall not be placed on frozen ground or metal deck.
   4. Anchor Bolts: Use templates to set anchor bolts and secure into position before placing the concrete. Do not stab anchor bolts into the concrete.
   5. Pump priming grout shall be discarded and not used in the structure.

B. Conveying Concrete:
   1. Convey concrete from the mixer to the place of final deposit by methods which will prevent the separation or loss of the ingredients. Concrete to be conveyed by pumping will require acceptance by the Engineer for each class of concrete specified before being used.

C. Depositing Concrete:
   1. General: Place concrete in reasonably uniform layers, approximately horizontal, and not more than twelve inches (12") deep, exercising care to avoid vertical joints or inclined planes. The piling up of concrete in the forms, in such manner as to cause the separation or loss of any of its ingredients, will not be permitted. Concrete which has partially set or hardened shall not, under any circumstances be deposited in the work. Place concrete in the forms as nearly in its final position as is practical to avoid re- handling.
      a. Exercise special care to prevent splashing the forms or reinforcement with concrete. Remove any hardened or partially hardened concrete which has accumulated on the forms or reinforcement before the work proceeds.

b. Do not place concrete on previously deposited concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the respective member or section, except as hereinafter specified.

c. Do not permit concrete to drop freely any distance greater than three feet (3'). Where longer drops are necessary, use a chute or tremie to assist the concrete into place without separation.

d. Do not place concrete into any excavations where water is standing.

2. Slump: Concrete shall not be placed when its plasticity, as measured by slump tests, is outside the limits indicated in these specifications.

3. Vibration: As soon as concrete is deposited, vibrate concrete by means of mechanical vibrators, so manipulated as to work the mixture into all parts and corners of the forms, and around the reinforcement and inserts. Mechanical vibrators shall have a minimum frequency of 6000 impulses per minute and shall be operated by competent workmen. Over vibrating and use of vibrators to transport concrete within forms shall not be allowed. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than the visible effectiveness of the machine. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit the duration of vibration to the time necessary to consolidate the concrete and complete embedment of reinforcement and other embedded items without causing segregation of the mix. A spare vibrator shall be kept on the job site during all concrete placing operations.

4. Bonding: Before depositing any new concrete on or against previously deposited concrete which has partially or entirely set, the surfaces of the latter shall be thoroughly roughened and cleaned of all foreign matter, scum, etc. The forms shall be tightened and the surface of the previously deposited concrete shall be slushed with grout, of materials and mix identical to those of the concrete to be placed, except the coarse aggregate shall be omitted. From one inch (1") to two inches (2") of grout shall be applied, as directed by the Architects, depending upon conditions of the respective case. The new concrete shall be deposited before the grout attains its initial set, and the work shall be performed in such a manner as to assure complete bonding of the newly poured concrete to that previously placed.

5. Construction Joints: Except as otherwise specifically indicated on the Drawings, each pier, beam, and slab shall be considered as a single unit, and all concrete shall be placed continuously in order that such unit will be monolithic in construction. Should construction joints prove to be absolutely unavoidable, they shall be located at or near the midpoints of spans. Waterstops shall be placed at below-grade construction joints and at locations shown on the drawings. Joints shall be prepared and primed per the manufacturer's recommendation. Additional construction joints shall not be made under any circumstances without the written approval of the Architects.

6. Slabs:

a. Pour the slabs with proper offsets, slopes to drains, etc., as shown or noted, and finish as specified in Article 3.05.

b. Grade and properly re-compact the surface of the subgrade under all concrete slabs shown to be placed on fill. All work required to be installed under the slabs on fill shall be completed and approved before any concrete is poured.

D. Weather Conditions:

1. Cold Weather: Temperature of concrete delivered at the job-site shall conform to the following minimum:

Air Temperature	Concrete Temperature
30° to 45° F.	55° F. to 90° F.
0° to 30° F.	60° F. to 90° F.
Below 0° F.	65° F. to 90° F.

a. Water heated to above 100° F. shall be combined with the aggregates before cement is added. Cement shall not be added to water or aggregates having a temperature greater than 100° F.

b. All work shall be in accordance with ACI 306, "Recommended Practice for Cold Weather Concreting."

c. When the outdoor temperature is less than 40° F., temperature of the concrete shall be maintained at not less than 50° F. for the required curing time.

d. Arrangements shall be made before placement to maintain required temperature without injury from excessive heat.

e. Combustion heaters shall not be used during the first 48 hours without precautions to prevent exposure of concrete and workmen to exhaust gases containing carbon dioxide and carbon monoxide.

2. Hot Weather; Temperature of concrete delivered at the job-site shall not exceed 90° F. Ingredients shall be cooled before mixing to prevent concrete temperature in excess of 90° F.

a. All work shall be in accordance with ACI 305, "Recommended Practice for Hot Weather Concreting."

b. Provisions shall be made for windbreaks, shading, fog spraying, sprinkling or wet cover when necessary.

c. Use the specified evaporation retarder to prevent rapid drying of the surface during finishing.

3.3 INSTALLATION OF NON-SHRINK GROUT (UNDER BASE PLATES)

A. Preparatory Work: Clean slab or foundation with liberal amounts of water. Remove all oil, grease and paint from areas of base plates or foundations to be grouted. Remove all waste materials, dirt, chips, oil and excess water from anchor bolts, slabs or foundations. Have all necessary tools and materials as near area to be grouted as possible to permit rapid and continuous work with grout. Anchor all forms securely to prevent movement during placing or curing if grout is to be used in flowable state.

B. Mixing: A mechanical mixer should be used. Add only enough water to make placeable. Avoid an excess of water. Do not mix more grout than can be placed within 20 minutes. Under no circumstances should grout be retempered.

C. Grout Temperatures: Grout temperatures should be maintained at 45° - 75° F. When conditions dictate, these temperatures can be achieved by the use of cool mixing water or heated mixing water. Care should be exercised so that extremes of hot or cold are not used. Maintain temperature for 24 hours. Thereafter, maintain temperature above 40° F (4° C) until grout has achieved a 5000 psi strength.

D. Placing: As grouting procedure begins, placement and compaction should be continuous until completed. Lengths of chain (up to 1" link) placed in forms before placing grout will assist in compacting the grout and eliminating air pockets. Chains or straps should be worked in quick, short strokes and removed before initial set occurs. Grout should be placed from one end or side only to avoid excessive air entrapment and assure good compaction. Do not overwork grout as this causes segregation, bleeding and breakdown of initial set. If machines or equipment are being used nearby, consider shutting them down until grout takes final set. Grout may be fluid.

3.4 FINISHING CONCRETE SLAB SURFACES

A. General: Concrete slabs shall be finished as hereinafter described. The dusting of wearing surfaces with dry materials will NOT be permitted.

B. Highway straightedges are recommended for use in lieu of bullfloats for all slab placement and finishing operations.

C. Screeding: slab shall be struck off true by double screeding to the required level at or below the elevation or grade of the finished slabs as indicated on the Drawings.

D. Floating: Immediately after screeding, before any excess bleed water is present on the surface, float the surface using long-handled bull floats or darbies.

E. Float Finish:
   1. Locations: All concrete surfaces under mud-set tile or pavers.
   2. Finishing: After concrete has stiffened sufficiently and bleed water has evaporated, the surface shall be wood floated to produce a uniform texture with no coarse aggregate visible. Apply sufficient pressure to bring the moisture to the surface.

F. Trowel Finish:
   1. Locations: All concrete surfaces under:
      a. Thin set tile
      b. Stained concrete
      c. Vinyl floor tile
      d. Exposed concrete
      e. Typical unless noted otherwise

2. Trowelling: Steel trowel not less than two passes. Begin trowelling with power trowel as soon as little or no cement sticks to the blades. Dusting with dry cement or aggregate to stiffen mix or absorb moisture is not allowed. The concrete shall then be hand troweled or machine troweled to produce a smooth impervious surface for the purpose of burnishing.

G. Broom Finish:
   1. Locations: Exterior stairs, ramps, walks and other locations where noted on the drawings.
   2. Finishing: Same method as specified for trowel finish, except after initial troweling brush concrete surfaces with a soft brush or broom to texture as specified by the architect.

H. Power Machine Finishing: In place of hand finishing, the Contractor may use a power machine approved by the Architect for finishing the concrete surfaces for finishing the concrete surfaces. However, the preparation of concrete surfaces for finishing by machine shall be, in general, as hereinbefore required for hand finishing.

3.5 FINISHING EXPOSED CONCRETE SURFACES (OTHER THAN SLABS)

A. General: It is the intent of these Specifications to provide for exposed concrete surfaces of such quality as to require a minimum of pointing. Such care shall be exercised in the forming, mixing and place of the concrete as to assure reasonable uniform dense surfaces, free from blemishes or defects. However, in the event of unsightly voids, honeycombs, etc., they shall be repaired as soon as possible. Loose particles shall be removed from honeycombed spots, and fins and other projections shall be neatly dressed off. Holes shall be drenched with clean water and properly patched with Portland Cement and sand mortar. Large surface swirls or heavily textured surfaces are not acceptable.

B. Exposed Vertical Surfaces: Following removal of forms, fill bolt and tie rod holes with concrete made with same mix as poured concrete, except large aggregate shall be removed. Fill holes passing through concrete members from inside face. Stone rub to uniform sand finish.

C. Patching and Repairs: Remove honeycomb voids, cracks, and irregularities. Where repair is required, cut back defects not less than 1/2" with square edges, brush out, drench with water and fill with concrete of same mix from which coarse aggregate is removed. When cut-outs have been filled, trowel surface smooth, remove excess grout and after set, grind slightly to uniform color and appearance using neat Portland Cement applied with a power grinder wheel.

3.6 FILLING TIE ROD AND BOLT HOLES

A. Holes resulting from the removal of bolts or tie rods shall be solidly filled with cement grout. All excess mortar at the faces of filled holes shall be struck off flush, with a canvas sack.

3.7 CURING AND PROTECTION

A. Protect all freshly placed concrete from washing by rain, flowing water, etc. Do not allow concrete to dry out from the time it is deposited in the forms until the expiration of the curing period hereinafter specified. The methods of curing shall be as specified in the following paragraphs, unless otherwise authorized by the Architects.

B. Concrete surfaces, not otherwise specified, shall be cured by being kept wet with clean water for a period of not less than seven (7) days after placing. Each day the forms are left in place, and kept wet enough to prevent the opening of joints in the forms and the drying out of the concrete, will be counted as one (1) day of curing.

C. Permanently exposed concrete floors shall be cured by covering the entire surface, as soon as practical after finishing, with waterproof paper, laid with four-inch (4") lapped joints. The joints shall be covered with gummed tape or be glued with waterproof glue. Such covering shall remain in place until completion of the building, except on surfaces where ceramic tile is to be applied, in which cases the covering shall be removed after a period of seven (7) days has elapsed after the placing and finishing of the concrete. Tears in paper shall be repaired.

D. Imperfect or damaged work or any material damaged or determined to be defective before final completion and acceptance of the entire job, shall be satisfactorily replaced at the Contractor's expense, and in conformity with all of the requirements of the Drawings and Specifications. Removal and replacement of concrete work shall be done in such manner as not to impair the appearance or strength of the structure in any way.

E. Cleaning: Upon completion of the work, all forms, equipment, protective coverings and any rubbish resulting therefrom shall be removed from the premises. Finished concrete surfaces shall be left in a clean condition, satisfactory to the Owner. After sweeping with an ordinary broom and removing all mortar, concrete droppings, loose dirt, mud, etc., wash all concrete floors and platforms with soapsuds and scrub with a stiff fiber brush. Mop up the suds and flush the surfaces with clean water. Provide adequate measures during scrubbing, mopping, and flushing operations to keep excessive or injurious amounts of water off resilient tile floors. Any damage to such floors shall be promptly, effectively and satisfactorily repaired.

3.8 INSTALLATION OF SEALER

A. Ref: Division 3 Section "Special Concrete Floor Finishes."

END OF SECTION 03300

SECTION 03331 - CAST-IN-PLACE ARCHITECTURAL CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies cast-in-place architectural concrete including form facings, reinforcement accessories, concrete materials, concrete mixture design, placement procedures, and finishes.

1.3 DEFINITIONS

A. Cast-in-Place Architectural Concrete: Formed concrete that is exposed to view on surfaces of completed structure or building and that requires special concrete materials, formwork, placement, or finishes to obtain specified architectural appearance.

B. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

C. Design Reference Sample: Sample designated by Engineer in the Contract Documents that reflects acceptable surface quality and appearance of cast-in-place architectural concrete.

D. Reveal: Projection of coarse aggregate from matrix or mortar after completion of exposure operations.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. Formwork Shop Drawings: Show formwork construction including form-facing joints, rustications, construction and contraction joints, form joint-sealant details, form tie locations and patterns, inserts and embedments, cutouts, cleanout panels, and other items that visually affect cast-in-place architectural concrete.

D. Placement Schedule: Submit concrete placement schedule before start of placement operations. Include locations of all joints including construction joints.

E. Samples: For each of the following materials:

1. Form-facing panel.
2. Form ties.
3. Form liners.
4. Coarse- and fine-aggregate gradations.
5. Chamfers and rustications.

F. Samples for Verification: Architectural concrete Samples, cast vertically, approximately 18 by 18 by 2 inches, of finishes, colors, and textures to match design reference sample. Include Sample sets showing the full range of variations expected in these characteristics.

G. Material Certificates: For each of the following, signed by manufacturer:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Repair materials.

H. Minutes of preinstallation conference.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
2. Personnel performing laboratory tests shall be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.

C. Source Limitations for Cast-in-Place Architectural Concrete: Obtain each color, size, type, and variety of concrete material and concrete mixture from one manufacturer with resources to provide cast-in-place architectural concrete of consistent quality in appearance and physical properties.

D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 303.1, "Specification for Cast-in-Place Architectural Concrete."

E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

F. Field Sample Panels: After approval of verification sample and before casting architectural concrete, produce field sample panels to demonstrate the approved range of selections made under sample submittals. Produce a minimum of 2 sets of full-scale panels, cast vertically, approximately 48 by 48 by 8 inches minimum, to demonstrate the expected range of finish, color, and texture variations.

1. Locate panels as indicated or, if not indicated, as directed by Engineer.
2. Demonstrate methods of curing, aggregate exposure, sealers, and coatings, as applicable.
3. In presence of Engineer, damage part of an exposed-face surface for each finish, color, and texture, and demonstrate materials and techniques proposed for repair of tie holes and surface blemishes to match adjacent undamaged surfaces.
4. Maintain field sample panels during construction in an undisturbed condition as a standard for judging the completed Work.
5. Demolish and remove field sample panels when directed.

G. Mockups: Before casting architectural concrete, build mockups to verify selections made under sample submittals and to demonstrate typical joints, surface finish, texture, tolerances, and standard of workmanship. Build mockups to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in the location and of the size indicated or, if not indicated, as directed by Engineer.

H. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place architectural concrete to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete manufacturer.
d. Cast-in-place architectural concrete subcontractor.

2. Review [**concrete finishes and finishing,**] [**cold- and hot-weather concreting procedures,**] [**curing procedures,**] [**construction joints,**] [**forms and form-removal limitations,**] [**reinforcement accessory installation,**] [**concrete repair procedures,**] and protection of cast-in-place architectural concrete.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. General: Comply with Division 3 Section "Cast-in-Place Concrete" for formwork and other form-facing material requirements.

B. Form-Facing Panels for **Exposed-Aggregate** Finishes: Steel, glass-fiber-reinforced plastic, or other approved nonabsorptive panel materials that will provide continuous, true, and smooth architectural concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

C. Form Liners: Units of face design, texture, arrangement, and configuration **indicated**. Furnish with manufacturer's recommended liquid-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent surface treatments of concrete.

D. Chamfer Strips: Metal, rigid plastic, elastomeric rubber, or dressed wood, 1 inch by 1 inch, minimum; nonstaining; in longest practicable lengths.

E. Form Joint Tape: Compressible foam tape; pressure sensitive; AAMA 800, "Specification 810.1, Expanded Cellular Glazing Tape"; minimum 1/4 inch thick.

F. Form Joint Sealant: Elastomeric sealant complying with ASTM C 920, Type M or S, Grade NS, that adheres to form joint substrates.

G. Sealer: Penetrating, clear, polyurethane wood form sealer formulated to reduce absorption of bleed water and prevent migration of set-retarding chemicals from wood.

H. Form-Release Agent: Commercially formulated colorless form-release agent that will not bond with, stain, or adversely affect architectural concrete surfaces and will not impair subsequent treatments of those surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

I. Form Ties: Factory-fabricated, **removable** ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish ties **with tapered tie cone spreaders** that, when removed, will leave holes 1 inch diameter on concrete surface.

2.2 STEEL REINFORCEMENT AND ACCESSORIES

A. General: Comply with Division 3 Section "Cast-in-Place Concrete" for steel reinforcement and other requirements for reinforcement accessories.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire fabric in place; manufacture according to CRSI's "Manual of Standard Practice."

1. Where legs of wire bar supports contact forms, use **gray, all-plastic** bar supports.

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type **III**, **white**.

a. Fly Ash: ASTM C 618.
b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
c. Silica Fume: ASTM C 1240, amorphous silica.

2. Maximum Coarse Aggregate Size: 1/2 inch.
3. Gradation: **Uniformly** graded.

B. Normal-Weight Fine Aggregate: **ASTM C 144** natural sand, from same source for entire Project.

C. Water: Potable, complying with ASTM C 94/C 94M except free of wash water from mixer washout operations.

2.4 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

C. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable,[**free of carbon black,**] nonfading, and resistant to lime and other alkalis.

1. Color: **As selected by Engineer from manufacturer's full range**.

2.5 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

2.6 REPAIR MATERIALS

A. Bonding Agent: ASTM C 1059, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

B. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements.

1. Types **I and II, non-load bearing**, for bonding hardened or freshly mixed concrete to hardened concrete.

2.7 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of cast-in-place architectural concrete proportioned on basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed design mixtures based on laboratory trial mixtures.

B. Proportion concrete mixtures as follows:

1. Compressive Strength (28 Days): **4000 psi**.
2. Maximum Water-Cementitious Materials Ratio: 0.46.
3. Slump Limit: **4 inches**, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1/2-inch nominal maximum aggregate size.

C. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.8 CONCRETE MIXING

A. **Ready-Mixed** Architectural Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and furnish batch ticket information.

1. Clean equipment used to mix and deliver cast-in-place architectural concrete to prevent contamination from other concrete.
2. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

A. General: Comply with Division 3 Section "Cast-in-Place Concrete" for formwork, embedded items, and shoring and reshoring.

B. In addition to ACI 303.1 limits on form-facing panel deflection, limit cast-in-place architectural concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:

1. Class **C, 1/2 inch**.

C. Fabricate forms to result in cast-in-place architectural concrete that complies with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-in-place surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood rustications, keyways, reglets, recesses, and the like, for easy removal.

1. Seal form joints and penetrations at form ties with form joint tape or form joint sealant to prevent cement paste leakage.
2. Do not use rust-stained steel form-facing material.

E. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

F. **Chamfer** exterior corners and edges of cast-in-place architectural concrete.

G. Coat contact surfaces of wood rustications and chamfer strips with sealer before placing reinforcement, anchoring devices, and embedded items.

H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

L. Place form liners accurately to provide finished surface texture indicated. Provide solid backing and attach securely to prevent deflection and maintain stability of liners during concreting. Prevent form liners from sagging and stretching in hot weather. Seal joints of form liners and form liner accessories to prevent mortar leaks. Coat form liner with form-release agent.

3.2 REINFORCEMENT AND INSERTS

A. General: Comply with Division 3 Section "Cast-in-Place Concrete" for fabricating and installing steel reinforcement. Securely fasten steel reinforcement and wire ties against shifting during concrete placement.

B. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

3.3 REMOVING AND REUSING FORMS

A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.

1. Schedule form removal to maintain surface appearance that matches approved **mockups**.

B. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved **at least 70 percent of 28-day design compressive strength**. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

C. Clean and repair surfaces of forms to be reused in the Work. Do not use split, frayed, delaminated, or otherwise damaged form-facing material. Apply new form-release agent.

D. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for cast-in-place architectural concrete surfaces.

3.4 JOINTS

A. Construction Joints: Install construction joints true to line with faces perpendicular to surface plane of cast-in-place architectural concrete so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated.
2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete. Align construction joint within rustications attached to form-facing material.
3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
5. Space vertical joints in walls **as indicated**. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
6. Use **epoxy-bonding adhesive** at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

B. Contraction Joints: Form weakened-plane contraction joints true to line with faces perpendicular to surface plane of cast-in-place architectural concrete so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.

3.5 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, form-release agent, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

C. Deposit concrete continuously between construction joints. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 303.1.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. Do not permit vibrators to contact forms.

D. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents.
4. Do not use chemical accelerators unless otherwise specified and approved in design mixtures.

E. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.6 FINISHES, GENERAL

A. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces.

1. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

B. Maintain uniformity of special finishes over construction joints, unless otherwise indicated.

3.7 AS-CAST FORMED FINISHES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections exceeding specified limits on formed-surface irregularities.

1. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match surrounding concrete. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
2. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match surrounding concrete. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

B. Form-Liner Finish: Produce a textured surface free of pockets, streaks, and honeycombs, and of uniform appearance, color, and texture.

3.8 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 301 for hot-weather protection during curing.

B. Begin curing cast-in-place architectural concrete immediately after removing forms from concrete. Cure according to ACI 308.1, by one or a combination of the following methods that will not mottle, discolor, or stain concrete:

1. Moisture Curing: Keep exposed surfaces of cast-in-place architectural concrete continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.
c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period; use cover material and waterproof tape.
3. Curing Compound: Mist concrete surfaces with water. Apply curing compound uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.9 FIELD QUALITY CONTROL

A. General: Comply with Division 3 Section "Cast-in-Place Concrete" for field quality-control requirements.

3.10 REPAIRS, PROTECTION, AND CLEANING

A. Repair and cure damaged finished surfaces of cast-in-place architectural concrete when approved by Engineer. Match repairs to color, texture, and uniformity of surrounding surfaces and to repairs on approved mockups.

1. Remove and replace cast-in-place architectural concrete that cannot be repaired and cured to Engineer's approval.

B. Protect corners, edges, and surfaces of cast-in-place architectural concrete from damage; use guards and barricades.

C. Protect cast-in-place architectural concrete from staining, laitance, and contamination during remainder of construction period.

D. Clean cast-in-place architectural concrete surfaces after finish treatment to remove stains, markings, dust, and debris.

E. Wash and rinse surfaces according to concrete finish applicator's written recommendations. Protect other Work from staining or damage due to cleaning operations.

1. Do not use cleaning materials or processes that could change the appearance of cast-in-place architectural concrete finishes.

END OF SECTION 03331

GUIDE SPECIFICATION

SECTION 03360

INTEGRALLY COLORED CONCRETE

****

This guide specification is intended to be used by a qualified construction specifier. It is not intended to be used verbatim as a project specification without appropriate modifications for the specific use intended.

Notes for review by the specifier are set off from specification text by rows of asterisks. Optional text requiring a selection is enclosed within brackets, e.g., "Color shall be [gray] [white]." Items requiring input specifier input are enclosed within brackets, e.g., "Color: [_____]."

****

PART 1 - GENERAL

1.1 SUMMARY

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to Work of this Section.

B. Section Includes:
   1. Integrally colored concrete [slabs-on-grade,] [sidewalks,] [driveways,] [patios,] [roads,] [parking lots,] [_____,] [and] [other exterior concrete pavements].
   2. Curing of integrally colored concrete.

C. Related Sections:
   1. Division 3 Section "Cast-In-Place Concrete" for general applications of concrete and coordination of sample submittal [and color selection].
   2. Division 7 Section "Joint Sealants" for colored sealant for joints.

1.2 REFERENCES

****

Other useful publications about integrally colored concrete include:
PCA PA124 - Finishing Concrete Slabs with Color and Texture.
PCA SP021 - Color and Texture in Architectural Concrete.

****

A. American Concrete Institute (ACI):
   1. ACI 301 "Specification for Structural Concrete for Buildings."

2. ACI 302 IR "Recommended Practice for Concrete Floor and Slab Construction."
3. ACI 303.1 "Standard Specification for Cast-In-Place Architectural Concrete."
4. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing of Concrete."
5. ACI 305R "Recommended Practice for Hot Weather Concreting."
6. ACI 306R "Recommended Practice for Cold Weather Concreting."

B. American Society for Testing and Materials (ASTM):
1. ASTM C309 "Liquid Membrane-Forming Compounds for Curing Concrete."
2. ASTM C494 "Standard Specification for Chemical Admixtures for Concrete."
3. ASTM C979 "Standard Specification for Pigments for Integrally Colored Concrete."

C. American Association of State Highway and Transportation Officials (AASHTO):
1. AASHTO M194 "Chemical Admixtures."

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's complete technical data sheets for the following:
1. Colored admixture.
2. Curing compound.

B. Design Mixes: For each type of integrally colored concrete.

C. Samples for Initial Selection: Manufacturer's color charts showing full range of colors available.

D. Qualification Data: For firms indicated in "Quality Assurance" Article, including list of completed projects.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer with 10-years experience in the production of specified products.

B. Installer Qualifications: An installer with [5-] [_____] years experience with work of similar scope and quality.

C. Comply with the requirements of ACI 301.

D. Obtain each specified material from same source and maintain high degree of consistency in workmanship throughout Project.

E. Notification of manufacturer's authorized representative shall be given at least 1-week before start of Work.

****
Color charts and small sample submittals provide only a general indication of color; color and appearance of completed work may differ. On large or critical projects, specify a mockup or field sample to demonstrate that proposed materials and workmanship produce acceptable concrete appearance.
****

F. Integrally Colored Concrete [Mockups] [Field Samples]:
   1. Provide under provisions of Division 1 Section ["Quality Control."] [_____.]
   2. At location on Project selected by [Architect] [Landscape Architect] [Engineer], place and finish [10 feet by 10 feet (3 by 3 m)] [4 by 4 feet (1.2 by 1.2 m)] [_____] area.
   3. For accurate color, the quantity of concrete mixed to produce the sample should not be less than 3 cubic yards (or not less than 1/3 the capacity of the mixing drum on the ready-mix truck) and should always be in full cubic yard increments. Excess material shall be discarded according to local regulations.
   4. Construct [mockup][sample panel] using processes and techniques intended for use on permanent work, including curing procedures. Include samples of control, construction, and expansion joints in sample panels. [Mockup] [Field sample] shall be produced by the individual workers who will perform the work for the Project.
   5. Retain samples of cements, sands, aggregates and color additives used in mockup for comparison with materials used in remaining work.
   6. Accepted [mockup] [field sample] provides visual standard for work of Section.
   7. [Mockup] [Field sample] shall remain through completion of work for use as a quality standard for finished work.
   8. Remove [mockup] [field sample] when directed.

1.5 DELIVERY, STORAGE AND HANDLING

A. Colored Admixture: Comply with manufacturer's instructions. Deliver colored admixtures in original, unopened packaging. Store in dry conditions.

1.6 PROJECT CONDITIONS

A. Integrally Colored Concrete Environmental Requirements:
   1. Schedule placement to minimize exposure to wind and hot sun before curing materials are applied.
   2. Avoid placing concrete if rain, snow, or frost is forecast within 24-hours. Protect fresh concrete from moisture and freezing.
   3. Comply with professional practices described in ACI 305R and ACI 306R.

B. Schedule delivery of concrete to provide consistent mix times from batching until discharge. Mix times shall meet manufacturer's written recommendations.

1.7 PRE-JOB CONFERENCE

A. One week prior to placement of integrally colored concrete a meeting will be held to discuss the Project and application materials.

B. It is suggested that the [Architect,] [Landscape Architect,] [Engineer,] General Contractor, [Construction Manager,] Subcontractor, Ready-Mix Concrete Representative, and a Manufacturer's Representative be present.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

A. L. M. SCOFIELD COMPANY, Douglasville, Georgia and Los Angeles, California (800) 800-9900 or the appropriate local contact: Eastern Division – 201-672-9050; Western Division – 323-720-3055; Central Division Office – 630-377-5959.

2.2 MATERIALS

A. Colored Admixture for Integrally Colored Concrete: CHROMIX P® Admixture and CHROMIX ML®; L. M. SCOFIELD COMPANY.
   1. Admixture shall be a colored, water-reducing, admixture containing no calcium chloride with coloring agents that are limeproof and ultra-violet resistant.
   2. Colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194.

B. Curing Compound for Integrally Colored Concrete: Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete.
   1. Exterior Integrally Colored Concrete: LITHOCHROME® COLORWAX; L. M. SCOFIELD COMPANY. Use to cure exterior flatwork that will be allowed to cure naturally with only occasional maintenance.
   2. Interior Integrally Colored Concrete: COLORCURE® (Pigmented) or CEMENTONE® (Clear); L. M. SCOFIELD COMPANY. Use to cure interior flatwork that will receive regular maintenance.

****
Select either a curing compound in the paragraph above or a curing and sealing compound in the paragraph below.
****

C. Curing and Sealing Compound: Cureseal-W™ [Gloss] [Semi-gloss] and Cureseal-S™ [Gloss] [Matte]; L. M. SCOFIELD COMPANY. Curing and sealing compound shall

comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete.

D. SUBSTITUTIONS: The use of products other than those specified will be considered providing that the Contractor requests its use in writing within 14-days prior to bid date. This request shall be accompanied by the following:
   1. A certificate of compliance from material manufacturer stating that proposed products meet or exceed requirements of this Section, including standards ACI 303.1, ASTM C979, ASTM C494 and AASHTO M194.
   2. Documented proof that proposed materials have a 10-year proven record of performance, confirmed by at least 5 local projects that [Architect] [Landscape Architect] [Engineer] can examine.

2.3 COLORS

A. Concrete Color[s]:
   1. Cement: Color shall be [gray][white].
   2. Sand: Color shall [be locally available natural sand.] [be manufactured white sand.] [match [Architect's] [Landscape Architect's] [Engineer's] sample.]
   3. Aggregate: [Concrete producer's standard aggregate complying with specifications.] [_____.]
   4. Colored Admixture: As selected by [Architect] [Landscape Architect] [Engineer] from Scofield Color Chart A-312.

****
Delete paragraph and subparagraphs above and retain paragraph below if matching color[s].
****

B. Concrete Color[s]: [Provide cement, sand, aggregate and colored admixture as required to match [existing building] [Architect's] [Landscape Architect's] [Engineer's] sample.] [_____.]

C. Curing Compound: Color to match integrally colored concrete.

2.4 CONCRETE MIX DESIGN

A. Minimum Cement Content: [5] [_____] sacks per cubic yard of concrete.

B. Slump of concrete shall be consistent throughout Project at 4-inches or less. At no time shall slump exceed 5-inches. [If super plasticizers or mid-range water reducers are allowed, slump shall not exceed 8-inches.]

C. Do not add calcium chloride to mix as it causes mottling and surface discoloration.

D. Supplemental admixtures shall not be used unless approved by manufacturer.

E. Do not add water to the mix in the field.

F. Add colored admixture to concrete mix according to manufacturer's written instructions.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install concrete according to requirements of Division 3 Section "Cast-In-Place Concrete."

B. Do not add water to concrete mix in the field.

****
Retain subparagraphs below for finishes applicable to Project. Delete finishes not used.
****

C. Surfaces shall be finished uniformly with the following finish:
   1. Broomed: Pull broom across freshly [floated] [troweled] concrete to produce [fine] [medium] [coarse] texture in [straight] [wavy] lines perpendicular to main line of traffic. Do not dampen brooms.
   2. Swirl: Float concrete. Work float flat on surface using pressure in swirling manner to produce series of uniform arcs and twists. [Use aluminum or magnesium float to produce medium texture.] [Use wood float to provide coarse texture.]
   3. Trowel: Precautions should be taken to ensure that the surface is uniformly troweled so that it will not be slippery. Do not over-trowel or burnish the surface.
   4. Rock Salt: [Float,] [trowel,] [and] [broom] concrete. Then sprinkle salt on concrete and press into surface leaving only tops of salt grains exposed. After 24 hours, wash salt away with water and brush. Allow surface and impressions to dry before applying curing compound.
   5. Sandblast: Allow concrete to cure to sufficient strength so that it will not be damaged by blasting but not less than seven days. Use [light] [medium] [heavy] sandblasting to remove cement mortar from surface and expose aggregate to match originally approved [mockup] [field sample].
   6. Exposed Aggregate: Finish concrete and apply chemical surface retarder according to manufacturer's written instructions. Wash surface to match originally approved [mockup] [field sample].

3.2 CURING

A. Integrally Colored Concrete: Apply [curing] [curing and sealing] compound for integrally colored concrete according to manufacturer's instructions using

manufacturer's recommended application techniques. Apply [curing] [curing and sealing] compound at consistent time for each pour to maintain close color consistency.

B. Curing compound shall be same color as the colored concrete and supplied by same manufacturer of the colored admixture.

C. Precautions shall be taken in hot weather to prevent plastic cracking resulting from excessively rapid drying at surface as described in CIP 5 *Plastic Shrinkage Cracking* published by the National Ready Mixed Concrete Association.

D. Do not cover concrete with plastic sheeting.

3.3 TOLERANCES

****
As with any natural material, some variation in appearance is a normal design feature of concrete, whether integrally colored or not. It is normal for the color of integrally colored concrete to lighten as it cures; allow up to 28 days for process to occur.
****

A. Minor variations in appearance of integrally colored concrete, which are similar to natural variations in color and appearance of uncolored concrete, are acceptable.

3.4 APPLICATORS

A. For a list of qualified contractors, contact your local Scofield representative or the appropriate Division Office: Eastern Division – 201-672-9050; Western Division – 323-720-3055; Central Division Office – 630-377-5959.

END OF SECTION

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SECTION 06100

ROUGH CARPENTRY

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - PART 1 – GENERAL

1.1 SECTION INCLUDES

A. All rough carpentry items including, but not limited to:
   1. Wood blocking for support of items supported on or recessed into wood framing or requiring wood blocking for support.
   2. Wood cants, nailers, curbs, and other items associated with roofing work.
   3. Miscellaneous framing items and plywood sheathering.

1.2 RELATED WORK

A. All Sections of Work supported on or recessed into wood framing or requiring wood blocking for support, such as wall trim, wall cabinets, handrails, lockers, toilet compartments, toilet and bath accessories, markerboards, tackboards, projection screens, fire extinguisher cabinets, etc., as applicable to the Project.

1.3 SUBMITTALS

A. Product Data: Manufacturer's data on wood treatment materials.

1.4 STANDARDS AND GRADING

A. All lumber used structurally shall be graded and marked with grade and trademark of a lumber grading organization approved by the Architect, except that a certification of grade from such a grading organization may be accepted in lieu of grade and trademarks when approved by Architect. Trademark of manufacturer shall also appear on each piece.

B. Each piece of plywood used structurally shall carry the American Plywood Association trademark. The moisture content of lumber shall not be more than 15 percent.

C. Grading Rules: Conform with all applicable requirements of American Lumber Standards "Simplified Practice Recommendations R-16" and to grading rules of manufacturer's association under whose rules the lumber is produced.

D. Reference Standards: Conform with all requirements.
   1. U.S. Dept. of Commerce Product Standards (PS)
   2. American Plywood Association (APA)
      a. Standards and Construction Guide
   3. American Wood Preserves Association (AWPA)
      a. Standards, and they apply.
   4. Architectural Woodwork Institute (AWI)
      a. "Quality Standards"
   5. National Woodwork Manufacturers' Association (NWMA)
      a. Standards
   6. Western Wood Products Association (WWPA)
      a. Manual

PART 2 – PRODUCTS

2.1 MATERIALS

A. Lumber:

1. Treated No. 2, S4S Southern Yellow Pine, #1 kiln dried.
   a. Comply with NWMA Standards
   b. Use for blocking, stripping, grounds, cants and miscellaneous wood items in contact with concrete, roofing, or exposed to the weather.

B. Plywood:

1. General: Comply with APA Standards.
2. APA A-D, Group 1 Interior used where appearance of only one side is exposed to view for interior locations. Use for wall liner at MDF/IDF closets and telephone boards in mechanical and telephone rooms where shown or required. 3/4 inch thick unless required or shown otherwise. Paint as scheduled in Section 09900.
3. Exterior plywood, Group 1, Structural I-CC-EXT-APA rated sheathing. Use where miscellaneous plywood is exposed to concrete, weather, or at roof construction as sheathing.
4. Fire Retardant Treated Plywood: Refer to Fire Retardant Treatment below. Use when required by building code or noted on drawings.
5. Underlayment: If shown or required, APA rated Sturdi-floor, exterior grade, tongue and groove edges.

C. Rough Hardware:

1. Nails, Spikes, and Staples: Galvanized for exterior locations, high humidity locations, and treated wood; plain finish for other interior locations: Size and type to suit applications. Do not use to resist "pull-out" loads.
2. Bolts, Nuts, Washers, Lags, and Screws: Medium carbon steel; size and type to suit application. Galvanize for exterior locations, high humidity locations, and treated wood. Plain finish for other interior locations.
3. Fasteners: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry and concrete. Bolts or power activated type for anchorage to steel.

D. Wood Treatment:

1. Preservative Treatment (Concealed Conditions):
   a. Micronized Copper Quaternary (MCQ): Pressure impregnate preservative to net retention of 0.15 lbs./cu.ft., in plant licensed by manufacturer.
   b. Provide Quality Mark Stamp or end tag identifying third party inspection agency on treated wood for identification.
   c. Fasteners: Metal fasteners in contact with preservative treated wood shall be G-90 galvanized, minimum, or stainless steel in accordance with manufacturer's instructions. No uncoated steel shall come in contact with preservative wood.
   d. ACQ and CCA preservatives not permitted.
   e. Acceptable Manufacturers: Osmose "MicroPro" Smart Sense; or Architect approved equal.

2. Fire Retardant Treatment:
   a. Lumber shall be pressure-impregnated with non-combustible fire retardant chemicals in accordance with U.L. FRS Fire Hazard

Classification. All lumber must be dried following treatment in accordance with AWPA Standard C20.

b. Plywood shall be pressure-impregnated with non-combustible fire retardant chemicals in accordance with U.L. FRS Fire Hazard Classification. All Plywood must be dried following treatment in accordance with AWPA Standard C27.

PART 3 – EXECTUTION

A. Wood Framing:
1. Framing and blocking shall be accurately cut and fitted true to line and levels, avoiding shims and wedges.
2. Spiking and nailing shall be done using largest size spikes and nail practicable.
3. Unless otherwise shown, use 2 inch by 4 inch wood studs spaced 16 inches o.c. with 4 inch face perpendicular to direction of wall or partition. Provide single bottom plate and double-top plates 2 inches thick by width of studs.
4. Bolt nailers and blocking to steel, masonry or concrete members with bolts or proportionate strength of members attached from each end, except as otherwise noted on plans.
5. Provide blocking, bucks and framing as necessary and for other trades as required.
6. Drill lumber accurately for bolts and fit all bolts with suitable washers.

B. Plywood:
1. Install plywood over framing in accordance with instruction of American Plywood Association Construction Guide Form No. E30C.
2. Install underlayment plywood as shown in accordance with instructions of American Plywood Association. Space panel joints and edges 1/32 inch. Fill and sand panel edge joints, surface roughness, and damaged or open areas. Nail with 4d ring-shank nails spaced at six (6) inches at edges and eight (8) inches in field each way.

END OF SECTION 06100

SECTION 10350

FLAGPOLES

PART 1 GENERAL

1.01 DESCRIPTION

A. Work Included: Aluminum flagpole, flagpole base and flagpole fittings.

1.02 QUALITY ASSURANCE

A. For installation use only personnel who are skilled in the work required.

1.03 SUBMITTALS

A. Shop Drawings:
   1. Submit shop drawings in accordance with Section 01340.
   2. Installation Methods: Submit two copies of manufacturer's recommended installation method showing all requirements for blocking and bracing.

1.04 PRODUCT HANDLING

A. Protection:
   1. Protect flagpole, base and fittings before, during and after installation.
   2. Protect installed work of other trades.

B. Replacements:
   1. In even of damage, make necessary replacements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. AABEC Flagpoles; Morgan Dams Co., Inc., Stratford, Conn.
B. American Flagpole; Division of Kearney-National Inc., Bohemia, New York.
C. Concord Industries Inc., Addison, Texas.
D. Eder Flagpole Co.; Division of Eder Flag Manufacturing Co., Inc. Milwaukee, Wisconsin 53154.
E. Boartol Company, Inc., Kenton, Ohio 43326.
F. Poletech Co., Inc.

2.02 FLAGPOLE

A. Material: Heat-treated and pre-hardened seamless extruded aluminum tubing, alloy 6063-T6, having minimum wall thickness of 3/16" (0.1875"), tensile strength not less than 35,000 psi and yield point of 30,000 psi.
B. Profile: Cone tapered 1" to each 5.5' of run.
C. Finish: Very fine, non-directional, mechanical polish.
D. Color: Clear Anodized (verify with Architect before ordering).
E. Design: Flagpole and installation to be constructed to withstand wind velocity of 90 mph, minimum, with safety factor of 2.5.
F. Height: Pole height shall be 30 feet unless otherwise noted.
G. Sections: Shipping sections, one (1).

2.03 FLAGPOLE BASE

A. Material: Provide manufacturer's standard base system for type of flagpole installation required.

2.04 FLAGPOLE FITTINGS

A. Unless otherwise shown, provide manufacturer's standard fittings as follows:
   1. Ball: Flush seam 14 gage spun aluminum, to match pole, size as shown

2. Truck: Aluminum ball bearing, non-fouling, revolving, double truck assembly.
3. Cleats: 2, 9" cast aluminum cleats and aluminum fastening.
4. Halyards Flag Snaps: Provide 2 aluminum swivel snaps per halyard.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:
   1. Inspect installed work of other trades and verify that such work may commence.
   2. Verify that installation may be made in accordance with approved shop drawings and manufacturer's instructions.

B. Discrepancies
   1. In event of discrepancy, notify Architect.
   2. Do not proceed with installation until discrepancies have been resolved.

3.02 INSTALLATION

A. Install where indicated, anchoring all components firmly in place in complete accordance with approved shop drawings and the manufacturer's recommendations.

B. Paint all portions of flagpole below grade with a heavy coat of Bituminous Paint.

C. Provide and install positive lightning ground for each flagpole installation.

END OF SECTION

Exhibit C

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Hidalgo County Precinct No. 4 -Construction of a Community Resource Center in San Carlos

THE OWNER:
(Name, legal status and address)
County of Hidalgo
2812 S. Business Hwy 281
Edinburg, TX 78539

THE ARCHITECT:
(Name, legal status and address)
Mata-Garcia Architects, L.L.P.
1314 West Ivy Avenue
McAllen, TX 78501
(956) 631-1945

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraphs 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications;
.6 Drawings.

In the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 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.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to 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 shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or the Architect's consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to Sections 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Contractor's Warranty, Contractor shall

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promptly notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under Contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper

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correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

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§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

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§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the

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Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as

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required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the

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Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in Section 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals that the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or the Architect's consultants and returned to the Contractor for the Contractor's use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from

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all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner and of any of the above mentioned parties (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of,

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resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, corporation or other entity (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself to the extent covered by Owner's all-risk builder=s risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and the other Indemnified Parties and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner and each other Indemnified Party shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that there may be legal defenses available to it or the other Indemnified Parties that are different from, or additional to, or inconsistent with, those available to Contractor, then Owner shall have the right to select separate counsel to participate in the defense of such action on i own and the other Indemnified Parties' behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record

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information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or

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testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

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§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract

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Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Section 3.1.1 of the modified AIA Document A101 – 2007 , Standard Form of Agreement Between Owner and Contractor, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C". Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As provided in Section 4.5 of the modified AIA Document A 101 – 2007, Standard Form of Agreement Between Owner and Contractor, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C",, in the event that, during any term hereof, the governing body of Owner does not appropriate sufficient funds to meet the obligations of such party under this Contract, then the Owner may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an officer of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission

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of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such

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representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the Contract Time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Subsections 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor

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requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards,

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promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

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§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

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

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

.4 Claims for damages insured by usual personal injury liability coverage;

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

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an

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additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	Minimum Amounts and Limits
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in Section 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. State that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see Section 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;

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g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and Property Damage	$2,000,000.00 per occurrence $2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the 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 coverage will be based on proper reporting or 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 commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The

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policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

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§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract

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Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person, corporation or other entity for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or

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otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other

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persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents.

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to

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payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims

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User Notes:

by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of Claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the Claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraph deleted)

Contractor shall not be entitled to claims for additional time and/or increase in Contract Sum due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subsection 3.1.1 of the modified AIA Document A 101 – 2007, Standard Form of Agreement Between Owner and Contractor, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C", per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult, and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED.

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

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§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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EXHIBIT D

FORM OF
NOTICE TO PROCEED

TO: **RG Enterprises, LLC** d/b/a **G&G Contractors**
Attn: Rene Garza, Owner
5125 South U.S. Highway 281
Edinburg, TX 78539

PROJECT NAME: **Hidalgo County Precinct No. 4-Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center (CRC)**

CONTRACT NO.: C-16-145A-00-00

PO#: TBD (ONCE AIA HAS BEEN APPROVED BY CC)

TOTAL AWARDED PROJECT AMOUNT: **$ 228,747.39**

DATE: _____, 2016

Ladies and Gentlemen:

Let this serve as a formal notice to proceed for the construction of Hidalgo County Precinct No. 4 - Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center (CRC) as per plans and specifications.

According to the terms of the contract, you are to fully complete the construction for this project within **one hundred twenty (120) consecutive calendar days** from notice to proceed. Therefore, you are hereby notified to Commence Work by **TBD, 2016**

Please review and abide by the construction plans and specifications prior to commencing with work. Any deviations must be submitted in writing to project architect Mata Garcia Architects, LLP, and must be approved by County Commissioner's Court.

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is **HEREBY ACKNOWLEDGED BY**:

Contractor: **RG Enterprises, LLC** d/b/a **G&G Contractors**

Signature:

Name and Title:

EXHIBIT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: VIOLA ALLEN	
Eddie Villarreal(1942363) 2167 S Mccoll Rd Edinburg TX 78539-8208	PHONE (A/C, No, Ext): 956-381-0951	FAX (A/C, No): 956-318-0237
	E-MAIL ADDRESS: evillarreal@farmersagent.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
RG ENTERPRISES LLC d/b/a G&G CONTRACTORS 5125 S US HWY 281 STE 1 EDINBURG TX 78539	INSURER A: Truck Insurance Exchange	21709
	INSURER B: Farmers Insurance Exchange	21652
	INSURER C: Mid Century Insurance Company	21687
	INSURER D: Farmers Texas County Mutual Insurance Company	24392
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
D	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS	Y		604891354	03/14/2016	03/14/2017	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2008 CHEVROLET SILVERADO; VIN: 2GCEK13M681137898

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S BUSINESS HIGHWAY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 7/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
2167 S McColl Rd
Edinburg, TX 78539

CONTACT NAME: VIOLA ALLEN
PHONE (A/C, No, Ext): (956) 381-0951 FAX (A/C, No): (956) 318-0237
E-MAIL ADDRESS: viola.evillarreal@farmersagency.com

INSURER(S) AFFORDING COVERAGE — NAIC#
INSURER A: ESSEX INSURANCE COMPANY — 39020
INSURER B: TEXAS COUNTY MUTUAL INS CO — 24392
INSURER C: TEXAS MUTUAL INS CO — 22945
INSURER D:
INSURER E:
INSURER F:

INSURED
R G ENTERPRISES, LLC
DBA G & G CONTRACTORS
5125 S US HWY 281 STE 1
EDINBURG, TX 78539
OFFICE: 956-283-7040

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	x		3ED8689	3/16/16	3/16/17	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	x		604891354	3/14/16	3/14/17	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			SBP-0001221990	3/15/16	3/15/17	PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL CONSTRUCTION

CERTIFICATE HOLDER
Hidalgo County Purchasing Dept
2812 S Business Hwy 281
Edinburg, Tx 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT F

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)

Bond Number: CNB-21723-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, RG Enterprises, LLC dba G & G Contractors, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the Hidalgo County (hereinafter called the Obligee), in the amount of Two Hundred Twenty Eight Thousand Seven Hundred Forty Seven Dollars and Thirty Nine Cents ($228,747.39) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the 19th day of July, 2016, for the construction of C-16-145A-07-19 San Carlos Community Resource Center, Landscape/Structural and Irrigation for Precinct No. 4.

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

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

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-2683

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

1) Proceed to arrange for completion of the work by either:

A) Taking over the work; or
B) Financing the Principal; or

C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;

2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and

3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, mycrotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th day of July, 2016.

APPROVED AS TO FORM:

By:_____ Obligee (Seal)

PRINCIPAL: RG Enterprises, LLC dba G&G Contractors
(Seal)

By: _____
(title)

INSURORS INDEMNITY COMPANY
(Seal)

By: _____

Andy Alvarez, Attorney-in-Fact

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)

Bond Number CNB-21723-00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT RG Enterprises, LLC dba G & G Contractors (hereinafter called the Principal), as Principal, and Two Hundred Twenty Eight Thousand Seven Hundred Forty Seven Dollars and Thirty Nine Cents the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto Hidalgo County (hereinafter called the Obligee), in the amount of Two Hundred Twenty Eight Thousand Seven Hundred Forty Seven Dollars and Thirty Nine ($ 228,747.39) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 19th day of July, _____, for the construction of

C-16-145A-07-19 San Carlos Community Resource Center, Landscape/Structural and Irrigation for Precinct No. 4.

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

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

PROVIDED FURTHER, that the Surety's address for giving notice in compliance with section 2253.041 *et seq.* of the Texas Government Code is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 19th day of July, 2016.

PRINCIPAL:

RG Enterprises, LLC dba G&G Contractors
(Seal)

By: _____
(title)

APPROVED AS TO FORM:

By: _____
Obligee (Seal)

INSURORS INDEMNITY COMPANY

By: _____
Andy Alvarez, Attorney-in-Fact

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

INSURORS
INDEMNITY COMPANIES

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-21723-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Andy Alvarez of the City of McAllen, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherri Whitehouse
Notary Public, State of Texas

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm. Exp. May 21, 2017

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 19th day of July, 2016.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.

July 19, 2016

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
July 19, 2016
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

   All members of the court were in attendance.

2. **Pledge of Allegiance**

   Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. **Prayer**

   Mrs. Julia Benitez Sullivan led the courtroom in Prayer.

4. **Approval of Consent Agenda**

   The court approved the entire consent agenda.

5. **County Judge's Office:**

   A. AI-55240 Discussion, consideration, and possible action to adopt Hidalgo County Resolution of Intent to establish a Property Assessed Clean Energy Program (PACE), as required by Tex. Local Gov't Code Section 399.008.

   Michael Leo, County Judge's Office, introduced the possible acceptance resolution of intent to establish a Property Assessed Clean Energy Program (PACE). Mr. Leo reminded the members that last year representatives introduced this program, which provides the opportunity for commercial building owners to obtain financing for energy efficient improvements. He emphasized that this document does not bind the county, it only enables the county to move forward.

   Mr. Jonathon Blackburn, Managing Director (PACE) informed that they are a 5.01C none profit administrator of (PACE) programs in Texas,

SPECIAL MEETING - July 19, 2016

BE IT REMEMBERED, that on this 19th day of July A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

1. AI-55431 Approval of Change Order No. 2 in connection with the PCT #3 "Mile 2 North Roadway Project" (C-14-153-02-17) reflecting an increase in the amount of $27,109.43 for a new contract amount of $ 1,568,714.01 from contracted vendor, IOC Company, LLC and as recommended by project engineer, L&G Engineer subject to compliance with HB1295 if and when applicable; with authority to execute document.

2. AI-55370 Acceptance and approval to execute the final form of a Professional Surveying Agreement with R.O.W. Surveying Services, LLC for "Road and Bridge, C.I.P., and Other Projects in General (On An As Needed Basis) for Pct 3,"as approved for negotiations on CC 6/20/16.

E. **Pct. 4**

1. AI-55434 Ratification of fully executed Change Order No. 1 reflecting an additional 39 calendar days due to rain days and time involved to receive electrical materials specified by the Engineer with contractor Gomez Paving, LLC for Construction of Parking Lot at San Carlos CRC and Sunflower Park, Pct. No. 4 as submitted though project engineer LeFevre Engineering & Management Consulting, LLC (C-16-115-04-05) subject to compliance to HB1295 & HB23 if and when applicable.

2. AI-55345 A. Pursuant to Legal Notice #2, recommending waiver of formality/technicality of Exhibit A-Bid Form [page 1&2 bid form section 00300 response] in connection to AIA form of agreement #C-16-145A-07-19 with RG Enterprises d/b/a G&G Contractors, as it is in the best interest of HC to do so [with review of option by legal counsel, Hon. S. Crain];

APPROVED

B. Acceptance and approval of the AIA Document A101 form of Agreement# C-16-145A-07-19 between Hidalgo County (Owner) and RG Enterprises LLC d/b/a G&G Contractors awarded contractor in the amount of ($ 228, 747.39) for Project: Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center (CRC), located at the corner of SH 107 and Sunflower Road, Edinburg, TX within Hidalgo County Precinct No. 4;

V

BRS 7/28/16

C. Acceptance and approval of Change Order No. 9 for the (deletion of exterior signage and installation, with credit to Contract in the amount of ($ 2,106.00) in connection to Agreement # C-14-067-06-03 with J-CON CONSTRUCTION, LLC as reviewed/approved by project architect, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of the Linn-San Manuel Emergency Services Facilities" with authority for County Judge, or Court Member to execute document (subject to compliance with HB1295/HB23 when and if applicable).

F. **Budget & Management**

2. Approval of Certification of Revenues as certified by the County Auditor for the FEMA Category C reimbursements in the amount of $2,959,981.91.

3. Approval of appropriation of funds to Designated Purpose Funds (1280) for Category C Road repairs in the amount of $2,959,981.91.

4. Discussion, consideration, approval of Order Authorizing an Emergency Appropriation to the Hidalgo County Fiscal Year 2016 Budget for Payment for emergency expenditures as per Local Government Code Section 111.070.

5. Approval of appropriation of funds from General Fund-Unassigned Fund Balance and interfund transfer to Designated Purpose Funds (1280) for Category C Road repairs in the amount of $986,660.63 as per Texas Local Government Code 111.070 to address emergency expenditures related to the October 2015 flooding event, Severe Storms DR-4245.

C. AI-55423 Title VI/Nondiscrimination:
1. Discussion, consideration, and approval to adopt the Hidalgo County Title VI/Nondiscrimination Policy Statement.
2. Discussion, consideration and approval to adopt the U.S. Department of Transportation (DOT) Standard Title VI Assurances to establish full and affirmative compliance with the Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities.

D. **Budget Appropriations:**

1. AI-55385 Pct 4 - Alberta Drain (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance for Pct 4 - Alberta Drain in the amount of $57,152.00 to fund Construction Material Testing/GEO Technical Services.

2. AI-55346 CO 2016 (1350):
Approval of 2016 appropriation of funds in the amount of $39,959,000.00 from proceeds received from Certificate of Obligation, Series 2016.

21. **Purchasing Department:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE