

RESOLUTION NO. R-2023-146

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONSTRUCTION CONTRACT WITH 304 CONSTRUCTION, LLC, OF CEDAR CREEK, TEXAS, IN THE AMOUNT OF ONE MILLION FORTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND SEVENTY-THREE CENTS (\$1,046,788.73) FOR THE CONSTRUCTION OF FINANCIAL WAY IMPROVEMENTS; AUTHORIZING CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas understands the importance of public safety by performing infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands the value in managing growth for future generations; and

WHEREAS, the City Council of the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of roadways, water, wastewater, stormwater conveyance; and

WHEREAS, the City Council understands that the Bastrop Economic Development Corporation has utilized Doucet & Associates, Inc. for the provision of engineering services on the Financial Way Improvements Project; and

WHEREAS, Doucet & Associates, Inc has received all bid proposals, and found the lowest responsible bidder, 304 Construction, LLC, of Cedar Creek, Texas, to be qualified.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to execute the construction contract with 304 Construction, LLC, of Cedar Creek, Texas, as recommended by Doucet & Associates, Inc. Herein attached as Exhibit A, is the Recommendation to Award of the Construction Contract to 304 Construction, LLC, of Cedar Creek, Texas, from Doucet & Associates, Inc in the amount one million forty-six thousand and seven hundred eighty-eight dollars and seventy-three cents (\$1,046,788.73) for the construction of the Financial Way Improvements Project.

Section 2: The City Council of the City of Bastrop, Texas has found Doucet & Associates, Inc., to be a subject matter expert in the field of engineering and accepts Doucet & Associates, Inc recommendation to award for the Financial Way Improvements Project.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.


DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop,
Texas this 10th day of October, 2023.

APPROVED:



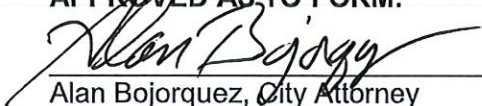
Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney



SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF

Bastrop Financial Way

FOR THE

CITY OF BASTROP

MAYOR

LYLE NELSON

CITY MANAGER

SYLVIA CARRILLO

CITY OF BASTROP CITY COUNCIL

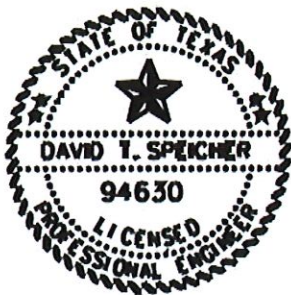
JOHN KIRKLAND

CHERYL LEE

CYNTHIA MEYER

KEVIN PLUNKET

JIMMY CROUCH



August 2023



DOUCET

■ ■ ■ ■ ■ ■ ■ ■ ■ ■

A Kleinfelder Company

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Part 1 General

1.01 Description

The Plans bearing the general title of Financial Way, dated May 2023, are included with and form a part of the Contract Documents for this Project.

1.02 List of Plans

| <u>TITLE</u> | <u>SHEET NUMBER</u> |
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Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

Advertisement for Bids

BASTROP FINANCIAL WAY PROJECT

CITY OF BASTROP

Sealed Bids will be received by the City of Bastrop at the Bastrop City Hall, Attention: Fabiola de Carvalho, Director of Engineering, 1311 Chestnut St., Bastrop Texas 78602, until 2:00 pm on September 5, 2023, at which time and place said Bids will be opened and publicly read aloud for the following project: No mailed, faxed or emailed bids will be considered.

Bastrop Financial Way from the South end of Jackson Street to End of Cul-De-Sac
Approximately 1000 LF of concrete road, water, wastewater, and storm sewer.

Contract Documents for the Project may be viewed and downloaded at www.civcastusa.com on August 11, 2023.

The City of Bastrop reserves the right to accept or reject any or all bids and to waive any informality in any bids should it consider same to be in its best interest. Bids may not be withdrawn for the period of 60 days after date of receiving bids. All bids will be evaluated on cost, experience of the contractor and the substantial and final completion times. The selected bidder will not necessarily be the low bidder. The selected bidder will be the one that provides the best value to the City at the discretion of the City and Project Team.

Please submit all questions for this Project no later than August 28, 2023, through www.civcastusa.com in the Q&A portal. Addendums will be posted as needed so the bidders should check Civcast during the bidding time frame and prior to submitting their proposal. Anticipated time of construction is: Substantial Completion - 5 months and Final Completion – 6 Months.

All inquiries shall be through Civcast.

David Speicher, P.E.
dspeicher@doucetengineers.com
Doucet and Associates, Inc.
Attn: David Speicher, P.E.
Phone: (832) 986-0663

A Prebid meeting will be held at 1:30PM, August 25, 2023, at City of Bastrop City Hall. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the meeting. ENGINEER will transmit such Addenda as ENGINEER considers necessary in response to questions arising at the Prebid meeting via Civcast.

Instructions to Bidders

Competitive Sealed Proposals

This is a competitive sealed bid for the construction of Bastrop Financial Way from the South end of Jackson Street to End of Cul-De-Sac approximately 1000 LF of concrete road, water, wastewater, and storm sewer. Time of construction not to exceed: Substantial Completion - 5 months and Final Completion – 6 Months. Bidder's proposals will be evaluated 60% - Cost, 20% - Qualifications, and 20% - Schedule.

Part 1 – General

1.01 Defined Terms

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to OWNER as distinct from a subBidder who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER makes an award. The terms "OWNER" and "ENGINEER" are defined in the Supplementary Instructions to Bidders.

1.02 Scope of Work

The scope and location of Work are set forth in Section 01 1100, Summary of Work.

1.03 Bidders Qualifications

No Bid will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the Contract Documents. In order to aid the OWNER in determining the responsibility of any Bidder, the Bidder, shall furnish evidence, satisfactory to the OWNER, of the Bidder's (including subcontractors) experience and familiarity with Work of the character specified, and his financial ability to properly prosecute the proposed Work to completion within the specified time. A Bidder's failure to submit required qualification information as a part of their bid may be disqualified. The evidence requested may include, but shall not be limited to, the following:

- A. The address and description of the Bidder's permanent place of business.
- B. The Bidder's performance records for all related Work awarded to or started by Bidder within the past three years.
- C. A minimum of three (3) references from past similar projects.
- D. An itemized list of the Bidder's equipment available for use on the proposed Contract.
- E. The Bidder's financial statement, including statement of ownership of equipment necessary to be used in executing Work under Contract.
- F. Evidence that the Bidder is authorized to do business in the state of Texas.; and
- G. No requirement in this Item 1.03 to submit information will prejudice the right of Owner to seek

additional pertinent information regarding Bidder's qualifications.

1.04 Examination of Contract Documents and Site

A. It is the responsibility of each Bidder before submitting a Bid, to:

- (a) examine the Contract Documents thoroughly,
- (b) visit the site to familiarize Bidder with local conditions that may in any manner affect cost, progress, or performance of the Work,
- (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work; and
- (d) study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
- (e) promptly notify ENGINEER in writing of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between Contract Documents and such related documents.

B. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Contract Documents.

If such reports are not included as appendices to the Contract Documents, OWNER will make copies available to any Bidder requesting them. These reports are included for reference only and shall not be relied upon by Bidder as to accuracy or completeness, nor are they part of the Contract Documents.

The Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions, or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for bidding or construction purposes.

Before submitting his Bid, each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

C. On request in writing OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes and clean up and restore the site to its former conditions upon completion of such investigations and tests.

D. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in Section 01 1100, Summary of Work, or on the Plans.

Construction shall not begin until all permits are obtained.

- SWPPP
- NOI (If required)

- E. The locations of utilities as shown on the Plans are taken from sources believed to be reliable, however, Bidders shall not rely on said plans for the location of utilities. Neither the OWNER nor the ENGINEER will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work. A Subsurface Utility Engineering was conducted, and all gas mains received multiple Q Level A (Potholed for elevation) and is included in this document.
- F. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1.04, that without exception the Bid is based upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown, indicated or required by the Contract Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Contract Documents promptly, and the resolution by ENGINEER is acceptable to Bidder, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work, and that the time stated in the Proposal is sufficient to complete the project.
- G. Contractor shall work only within all City ROW and easements.

1.05 Interpretations and Addenda

Should any prospective Bidder find discrepancies in, or omissions from the Plans, Specifications or other parts of the Contract Documents, Bidder may submit a written request to the ENGINEER via Civcast for an interpretation thereof promptly upon discovery. Please submit all questions for this Project no later than August 28, 2023, through www.civcastusa.com in the Q&A portal. Any interpretation of inquiry will be made by Addendum and placed on Civcast.

Any change in or addition to the Contract Documents deemed necessary by the OWNER shall be made in the form of an Addendum and place on Civcast and all such Addenda shall become a part of the Contract Documents as though same were incorporated into same originally. Oral explanations and information do not constitute official notification and are not binding.

1.06 Bid Security

- A. Bid Security shall be made payable to OWNER, in an amount of five (5) percent of the Bidder's maximum Bid price and in a form as indicated in the Advertisement. Bid Bonds, if indicated as acceptable in the Advertisement, shall be issued on the form included in the Contract Documents by a Surety meeting the requirements of paragraph 5.01 of the General Conditions.
- B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earliest of the seventh day after the "Effective Date of Agreement" (which term is defined in the General Conditions) or the expiration of the hold period on the Bids. Bid Security of other Bidders will be returned within 14 days of the Bid opening, unless indicated otherwise in the Advertisement.

1.07 Contract Time

Aug 2023

00 2113 - 8

R2014-004
Financial Way, Bastrop, TX

The number of days within which, or the date by which, the Work is to be Substantially Completed, as defined in the General Conditions 14.07, if applicable, and completed, as defined in the General Conditions 14.10, and ready for final payment (the Contract Time) are set forth in the Proposal and will be included in the Agreement.

1.08 Substitute and "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Plans or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Plans or specified in the Specifications that a substitute or an "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of Agreement. In addition, in no case shall ENGINEER's denial of CONTRACTOR's application give rise to any claim for additional cost, it being understood by CONTRACTOR that acceptance of substitute or an "or equal" item of material is at the sole discretion of ENGINEER.

1.09 Receipt and Form of Bid

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in a sealed envelope, marked with the *Project title "Bastrop Financial Way" and name and address of the Bidder and accompanied by the Bid Security and other required documents.* Any Bid received after the scheduled time and place indicated in the Advertisement for Bids shall be returned unopened. No mailed, emailed, or Faxed submittals will be accepted.

- A. The OWNER invites bids on the Proposal and other form(s) attached hereto. Bids will be received at the time and place indicated in the Advertisement and thereupon will be publicly opened and read. An abstract of the amounts of the base bids and any major alternates will be made available after the opening of Bids.
- B. The OWNER may consider as informal any Bid on which there is an alteration of, or departure from the Proposal Form attached hereto.
- C. The complete set of Contract Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. In order to verify the completeness of the set of Contract Documents the Bidder used in preparing their Bid, the OWNER may require the Bidder to submit the set of Contract Documents used in preparing the Bid. The Bidder shall submit their Bid on the separate Proposal form included in these Contract Documents.
- D. The Proposal shall be legibly prepared, with ink or typewriter, on the form included in these Contract Documents. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. Proposals will be compared on basis of lump sum items, if any, and on product of the quantities of items listed at the respective unit prices bid.
- E. Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.
- F. All names must be typed or printed below the signature.
- G. The quantities as shown in the Proposal are approximate only and will be used as a basis of comparison of Bids, and award of Contracts. Payment will be made on basis of actual quantities of Work performed in accordance with the Contract Documents. The Unit Prices bid, shall include such amounts as the Bidder deems proper for overhead, profit, taxes, General Conditions, and such other incidentals as noted in the Contract Documents.

- H. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Proposal Form.
- I. The Legal Status of Bidder Form contained in the Contract Documents must be submitted with each Proposal and must clearly state the legal position of a Bidder. In the case of a corporation, the home address, name, and title of all officers must be given. In the case of a partnership, show names and home addresses of all partners. If an individual, so state. Any individual bid not signed by the individual must have attached, thereto, a power of attorney evidencing authority to sign.
- J. Other documents to be attached to the Proposal and made a condition thereof are identified in the Proposal. The same individual signing the Proposal shall sign these other documents.

1.10 Modifications and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw their Bid and the Bid Security will be returned. Thereafter, at the sole option of the OWNER, that Bidder will be disqualified from further Bidding on the Work to be provided under the Contract Documents.

1.11 Award of Contract

- A. OWNER reserves the right to reject any and all Bids for any reason, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of work and unit prices, will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but OWNER may accept them in any order or combination.
- C. Subject to the approval of the OWNER, the Contract will be awarded to the Bidder that provides the **Best Value** to the City. Responsibility of Bidder will be determined on basis of past performance and Work of similar character, equipment and labor available to do the Work and financial status. The Contract shall be considered to have been awarded after the approval of the OWNER has been duly obtained and a formal Notice of Award duly served on the successful Bidder by the OWNER. The Contract shall not be binding upon the OWNER until the Agreement has been duly executed by the Bidder and the duly authorized officials of the OWNER.
- D. If the Contract is to be awarded, Engineer will recommend to the successful Bidder be Awarded the Project within 30 days after the day of the Bid opening, unless such other time is specified in the Advertisement for Bids.

1.12 Signing of Agreement

Within 15 days after OWNER gives a Notice of Award to the successful Bidder, the CONTRACTOR shall sign and deliver the specified number of counterparts of the Agreement to OWNER with all other Contract Documents attached. Within ten (10) days thereafter, OWNER will deliver two (2) fully signed counterparts to CONTRACTOR. ENGINEER will identify, date or correct those portions of the Contract Documents not fully signed, dated or executed by OWNER and CONTRACTOR and such identification, dating or correction shall be binding on all parties.

1.13 Wage Rates

Contractor must, to the approval of the OWNER, pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. The minimum rates for various labor classifications as established by the Owner are included in the Contract Documents.

1.14 Bonds

Performance, Payment and Maintenance Bonds are required for this project and shall be provided in accordance with the General Conditions.

1.15 Sales Taxes

The Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the work. Refer to Sec 6.09 of the General Conditions.

1.16 Liquidated Damages

Provisions for Liquidated Damages, if any, for failure to timely attain a Milestone, Substantial Completion, or Completion of the work in readiness for final payment are set forth in the Contract.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

End of Section

Supplementary Instructions to Bidders

Part 1 General

1.01 Modifications

These Supplementary Instructions to Bidders amend or supplement the Instructions to Bidders as indicated below. All provisions which are not amended or supplemented remain in full force and effect.

The terms used in these Supplementary Instructions to Bidders have the meanings assigned to them in the Instructions to Bidders, General Conditions, and as follows:

- A. OWNER -- City of Bastrop, 1311 Chestnut Street, Bastrop TX 78602, a Texas Municipal Corporation, and being a party of the first part of this Contract.
- B. ENGINEER -- Doucet and Associates, Inc., David Speicher, P.E, 18618 Tuscany Stone, Suit #140, San Antonio TX 78258, or his duly authorized representative.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

September 5, 2023

304 Construction, LLC
1083 FM 812, Suite I-9
Cedar Creek, TX 78612

TO WHOM IT MAY CONCERN:

I worked with 304 Construction, LLC on the Lockhart Sidewalk 2022 Project, which was a large sidewalk replacement project within the City of Lockhart that took place city-wide. Their expertise and professionalism was commendable.

304 Construction, LLC TRC met my expectations related to budget, timeliness, field changes and project management for the Lockhart Sidewalk 2022 Project.

Based upon my experience with 304 Construction, LLC, I highly recommend their concrete services.

Sincerely,



Sean Kelley
Public Works Director

304 Construction, LLC Worked Performed

1. Boring Co. - Paul Greash PHONE: 425-495-4215
 - 200,000 Sqft concrete Paving
 - 80,000 Sqft Building
 - All underground utilities at the facility
 - Wastewater treatment plant.

2. COTA – The circuit of the Americas - Leo Garcia PHONE: 512-960-0448
 - Several Large Concrete paving jobs
 - Built the Austin Bold Soccer field.
 - Installed all underground utilities for the stadium.
 - Install all irrigation and drainage for the soccer stadium.

3. ICON- Cory Giacalone- PHONE: 512-765-0699
 - 75,000 Sqft concrete paving job.
 - Several small concrete paving jobs.

City of Bastrop- Curtis Handcock – PHONE: 512-718-3185

- Fisherman's Park boat ramp

304 Construction, LLC Reference Sheet

1083 Fm 812 – Unit I-9 Cedar Creek, TX 78612

1. Leo Garcia – The Circuit of the Americas – PHONE: 512-960-0448
2. Paul Greash- The Boring Company – PHONE: 425-495-4215
3. Cory Giacalone- Icon Technology - PHONE: 512-765-0699

List of 304 construction, LLC Customers in the past 3 years

- **Bastrop county**
- **City of Bastrop**
- **City of Smithville**
- **City Of Lockhart**
- **Caldwell County**
- **The Circuit of Americas**
- **Icon Tech**
- **McCoy's Building Supply**
- **Tex- Mix Concrete**
- **Indianola Fishing Marina**
- **Powder horn Boat Storage**

304 CONSTRUCTION, LLC EQUIPMENT LIST

2 Excavators

2 Skid Steers

1 Motor Grader

1 Roller

Dump Trucks

Pump Truck

*** THIS IS EQUIPMENT IS OWNED OUTRIGHT BY 304 CONSTRUCTION ***

304 Construction, LLC.

Balance Sheet

As of September 1, 2023

| | Sep 1, 23 |
|---------------------------------|---------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Classic Bank - Bastrop | 2,145.58 |
| First National | 2,328.11 |
| Prosperity Bank | -2,417.20 |
| Total Checking/Savings | 2,056.49 |
| Accounts Receivable | |
| Accounts Receivable | 194,570.00 |
| Total Accounts Receivable | 194,570.00 |
| Total Current Assets | 196,626.49 |
| Fixed Assets | |
| FIXED ASSETS | |
| Accumulated Amortization | -3,151.00 |
| Accumulated Depreciation | -1,032,859.50 |
| EQUIPMENT | |
| 1979 Pintle Hitch Trailer | 6,000.00 |
| 2000 CAT 938G Loader | 78,720.89 |
| 2000 Mack Dump Truck (Herschap) | 20,000.00 |
| 2001 International Water Truck | 21,005.00 |
| 2005 CAT 140-9 Motor Grader | 128,743.41 |
| 2006 Cat 320L Excavator | 45,000.00 |
| 2006 F450 Ford Pickup | 11,834.66 |
| 2007 Ford Pickup | 6,000.00 |
| 2008 Rhino Shredder FN120 | 31,170.56 |
| 2010 Fork Lift Nissan | 3,950.00 |
| 2012 CAT 289 Skid Steer | 40,427.98 |
| 2013 Volvo Roller SD100D | 61,815.70 |
| 2016 Kubota Excavator KX040-4 | 32,000.00 |
| 2018 Kubota Skid Steer R530R43 | 71,410.35 |
| 2018 Suburban | 62,624.96 |
| 2018 TIGR Utility Trailer | 3,450.00 |
| 2018 Tractor Box -8' | 18,500.00 |
| 2019 Drone | 2,455.24 |
| 2019 Hobart Welder | 1,774.47 |
| 2019 Montezuma Port. Tool Box | 549.89 |
| 2019 TIGR Utility Trailer | 3,500.00 |
| 2019 Utility Vehicle RTV-X1140 | 16,561.89 |
| 2020 Kubota Ex. CAN KX018-4R1 | 33,825.74 |
| 2020 Kubota Excav KX080-4SR3A | 102,324.37 |
| 2020 Skid Attach. Sand Bagger | 9,975.00 |
| 2020 Trailer w/ 3 Door Pit | 5,000.00 |
| 2020 Trailer W/ Diesel Tank | 6,286.88 |

12:40 PM

09/01/23

Accrual Basis

304 Construction, LLC.
Balance Sheet
As of September 1, 2023

| | Sep 1, 23 |
|---------------------------------|---------------------|
| 2021 26' Gooseneck Trailer | 14,000.00 |
| 2022 Dodge Ram 3500 | 73,769.12 |
| 2022 Flatbed Trailer Big Tex | 19,072.50 |
| 2022 STAL Trailer | 8,117.13 |
| Auction Purchases Various Equip | 20,037.09 |
| Benford Drum Roller | 6,191.90 |
| Cement Finisher | 3,464.00 |
| Dump Trucks | 3,000.00 |
| Fork Lift - Nissan | 3,000.00 |
| Post Hole Digger & Hex Hubs | 4,030.38 |
| Pressure Washer/ Honda Engine | 3,521.68 |
| Purchase of Equipment | 4,500.00 |
| Small Tools & Equipment | 42,098.71 |
| EQUIPMENT - Other | 4,275.88 |
| Total EQUIPMENT | 1,033,985.38 |
| Equipment - ZD1211L-3-72 | 8,637.20 |
| KUBOTA 2022-SLV97 | 84,343.50 |
| Loan Original Cost- Classic | 4,319.75 |
| OFFICE EQUIPMENT | |
| Desk Chair | 112.08 |
| HP Desktop Computer | 1,299.21 |
| Office Chair | 205.66 |
| Office Copier | 853.99 |
| Office Equipment Other | 7,921.07 |
| Total OFFICE EQUIPMENT | 10,392.01 |
| PROPERTIES | |
| 1643 Waterson Rd Office Bldg | 5,146.00 |
| 230 Properties Investment | 183,931.76 |
| Lot 121 & 123 of Tobin Addition | 9,005.50 |
| Total PROPERTIES | 198,083.26 |
| TOOLS | |
| SMALL TOOLS | 39,920.73 |
| TOOLS - Other | 598.58 |
| Total TOOLS | 40,519.31 |
| VEHICLES | |
| Truck Overhaul | 5,376.64 |
| Total VEHICLES | 5,376.64 |
| Total FIXED ASSETS | 349,646.55 |

304 Construction, LLC.
Balance Sheet
 As of September 1, 2023

| | Sep 1, 23 |
|---------------------------------|-------------------|
| Furniture & Fixtures | 1,043.96 |
| Investment Residential Property | 212,269.28 |
| Total Fixed Assets | 562,959.79 |
| TOTAL ASSETS | 759,586.28 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | 106,284.23 |
| Accounts Payable | |
| Total Accounts Payable | 106,284.23 |
| Credit Cards | |
| CREDIT CARDS | |
| American Express | 5,499.17 |
| Capital One - New Card | -76.55 |
| Home Depot | -400.48 |
| Total CREDIT CARDS | 5,022.14 |
| Total Credit Cards | 5,022.14 |
| Other Current Liabilities | |
| Advance From Meuth Construction | -14,454.58 |
| Advance from Wayne | 149,013.22 |
| Franchise Tax Payable | -10,988.00 |
| Payroll Liabilities | 339.93 |
| Sales Tax Payable | 16.93 |
| Total Other Current Liabilities | 123,927.50 |
| Total Current Liabilities | 235,233.87 |
| Long Term Liabilities | |
| LONG TERM LIABILITIES | |
| 2020 Kubota Excav. KX080-4SR3A | 41,319.06 |
| 2022 GMC YUKON XL | -3,397.42 |
| Classic Bank (LOC) 0506449-1 | 245,694.82 |
| KUBOTA 2022-SLV97 | 81,357.58 |
| State Disaster Loan Assistance | 4,000.00 |
| Total LONG TERM LIABILITIES | 368,974.04 |
| Total Long Term Liabilities | 368,974.04 |
| Total Liabilities | 604,207.91 |

304 Construction, LLC. Balance Sheet As of December 31, 2022

| | Dec 31, 22 |
|----------------------------------|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Classic Bank-closed | -5,280.02 |
| Classic Bank - Bastrop | -124,577.91 |
| First National | 507,505.67 |
| Prosperity Bank | -2,417.20 |
| Total Checking/Savings | 375,230.54 |
| Accounts Receivable | |
| Accounts Receivable | 51,415.64 |
| Total Accounts Receivable | 51,415.64 |
| Total Current Assets | 426,646.18 |
| Fixed Assets | |
| FIXED ASSETS | |
| Accumulated Amortization | -3,151.00 |
| Accumulated Depreciation | -1,032,859.50 |
| EQUIPMENT | |
| 1979 Pintle Hitch Trailer | 6,000.00 |
| 2000 CAT 938G Loader | 78,720.89 |
| 2000 Mack Dump Truck (Herschap) | 20,000.00 |
| 2001 International Water Truck | 21,005.00 |
| 2005 CAT 140-9 Motor Grader | 128,743.41 |
| 2006 Cat 320L Excavator | 45,000.00 |
| 2006 F450 Ford Pickup | 11,834.86 |
| 2007 Ford Pickup | 6,000.00 |
| 2008 Rhino Shredder FN120 | 31,170.56 |
| 2010 Fork Lift Nissan | 3,950.00 |
| 2012 CAT 289 Skid Steer | 40,427.98 |
| 2013 Volvo Roller SD100D | 61,815.70 |
| 2016 Kubota Excavator KX040-4 | 32,000.00 |
| 2018 Kubota Skid Steer R530R43 | 71,410.35 |
| 2018 Suburban | 62,624.96 |
| 2018 TIGR Utility Trailer | 3,450.00 |
| 2018 Tractor Box -8' | 18,500.00 |
| 2019 Drone | 2,455.24 |
| 2019 Hobart Welder | 1,774.47 |
| 2019 Montezuma Port. Tool Box | 549.89 |
| 2019 TIGR Utility Trailer | 3,500.00 |
| 2019 Utility Vehicle RTV-X1140 | 16,561.89 |
| 2020 Kubota Ex. CAN KX018-4R1 | 33,825.74 |
| 2020 Kubota Excav KX080-4SR3A | 102,324.37 |
| 2020 Skid Attach. Sand Bagger | 9,975.00 |
| 2020 Trailer w/ 3 Door Pit | 5,000.00 |

304 Construction, LLC.

Balance Sheet

As of December 31, 2022

| | Dec 31, 22 |
|---------------------------------|---------------------|
| 2020 Trailer W/ Diesel Tank | 6,286.88 |
| 2021 26' Gooseneck Trailer | 14,000.00 |
| 2022 Dodge Ram 3500 | 73,769.12 |
| 2022 Flatbed Trailer Big Tex | 19,072.50 |
| 2022 STAL Trailer | 8,117.13 |
| Auction Purchases Various Equip | 20,037.09 |
| Benford Drum Roller | 6,191.90 |
| Cement Finisher | 3,464.00 |
| Dump Trucks | 3,000.00 |
| Fork Lift - Nissan | 3,000.00 |
| Post Hole Digger & Hex Hubs | 4,030.38 |
| Pressure Washer/ Honda Engine | 3,521.68 |
| Purchase of Equipment | 4,500.00 |
| Small Tools & Equipment | 42,098.71 |
| EQUIPMENT - Other | 4,275.88 |
| Total EQUIPMENT | 1,033,985.38 |
| Loan Original Cost- Classic | |
| OFFICE EQUIPMENT | 4,319.75 |
| Desk Chair | 112.08 |
| HP Desktop Computer | 1,299.21 |
| Office Chair | 205.66 |
| Office Copier | 853.99 |
| Office Equipment Other | 7,921.07 |
| Total OFFICE EQUIPMENT | 10,392.01 |
| PROPERTIES | |
| 1643 Waterson Rd Office Bldg | 5,146.00 |
| 230 Properties Investment | 176,187.00 |
| Lot 121 & 123 of Tobin Addition | 9,005.50 |
| Total PROPERTIES | 190,338.50 |
| TOOLS | |
| SMALL TOOLS | 39,705.57 |
| TOOLS - Other | 598.58 |
| Total TOOLS | 40,304.15 |
| VEHICLES | |
| Truck Overhaul | 5,376.64 |
| Total VEHICLES | 5,376.64 |
| Total FIXED ASSETS | 248,705.93 |

304 Construction, LLC.

Balance Sheet

As of December 31, 2022

| | Dec 31, 22 |
|---------------------------------|---------------------|
| Furniture & Fixtures | 1,043.96 |
| Investment Residential Property | 343,907.95 |
| Total Fixed Assets | 593,657.84 |
| TOTAL ASSETS | 1,020,304.02 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | 134,306.61 |
| Accounts Payable | |
| Total Accounts Payable | 134,306.61 |
| Credit Cards | |
| CREDIT CARDS | |
| American Express | 17,025.58 |
| Capital One - New Card | 80.01 |
| Shell | 512.16 |
| Total CREDIT CARDS | 17,617.75 |
| Total Credit Cards | 17,617.75 |
| Other Current Liabilities | |
| Advance From Meuth Construction | -14,454.58 |
| Advance from Wayne | 149,013.22 |
| Franchise Tax Payable | 90.00 |
| Payroll Liabilities | 444.65 |
| Sales Tax Payable | 17.02 |
| Total Other Current Liabilities | 135,110.31 |
| Total Current Liabilities | 287,034.67 |
| Long Term Liabilities | |
| LONG TERM LIABILITIES | |
| 2020 Kubota Excav. KX080-4SR3A | 54,162.34 |
| Classic Bank (LOC) 0506449-1 | 225,000.00 |
| State Disaster Loan Assistance | 4,000.00 |
| Total LONG TERM LIABILITIES | 283,162.34 |
| Total Long Term Liabilities | 283,162.34 |
| Total Liabilities | 570,197.01 |

304 Construction, LLC.
Balance Sheet
As of December 31, 2022

Dec 31, 22

| | |
|-----------------------------|--------------|
| Equity | |
| OWNERS DRAW | |
| Ashley Christmeas Present | -250.00 |
| Employee Expense-Adam Meuth | -22,740.04 |
| Entertainment | -10,711.55 |
| IRS Taxes | -35,000.00 |
| Legal Fees - BR | -7,286.00 |
| Meals | -92.82 |
| Sony TV | -1,812.62 |
| Wayne Meuth | -433,732.88 |
| OWNERS DRAW - Other | -8,000.00 |
| Total OWNERS DRAW | -519,625.91 |
| Owners Equity | 86,790.42 |
| Net Income | 882,942.50 |
| Total Equity | 450,107.01 |
| TOTAL LIABILITIES & EQUITY | 1,020,304.02 |

10:02 AM

01/09/23

Accrual Basis

304 Construction, LLC.
Profit & Loss
 January through December 2022

Rpt 01.09.23

Page 001

Rpt. 1/9/2023

| | Jan - Dec 22 |
|--------------------------------|---------------------|
| Ordinary Income/Expense | |
| Income | |
| Construction Income | 7,078,740.03 |
| Miscellaneous Income | 192.14 |
| Total Income | 7,078,932.17 |
| Cost of Goods Sold | |
| JOB EXPENSES | |
| Contract Labor | 88,700.00 |
| Dumster Service | 1,600.00 |
| Engineering | 3,247.68 |
| Equipment Rental | 243,699.62 |
| Equipment Transport | 8,225.38 |
| Fuel | 63,069.66 |
| Lodging & Travel | 1,189.40 |
| Material | 3,351,999.21 |
| Meals | 6,155.00 |
| Other Construction Costs | 24,040.96 |
| Parking/ Toll | 845.06 |
| Permits and Licenses | 1,200.00 |
| Subcontractor | 1,812,120.48 |
| Work Clothing | 4,665.31 |
| JOB EXPENSES - Other | 227,588.55 |
| Total JOB EXPENSES | 5,838,346.31 |
| Total COGS | 5,838,346.31 |
| Gross Profit | 1,240,585.86 |
| Expense | |
| Accounting | 4,025.00 |
| Advertising & Entertainment | 1,670.04 |
| Auto-Maintenance | 2,837.00 |
| BANK FEES | |
| Bank Service Charge | 512.82 |
| Reconciliation Discrepancy | -707.39 |
| BANK FEES - Other | 7,133.57 |
| Total BANK FEES | 6,939.00 |
| DONATION | 2,806.47 |
| Dues and Subscriptions | 4,057.55 |
| INSURANCE | |
| Auto Insurance | 14,993.00 |
| Bond | 22,045.50 |
| General Liability | 27,906.37 |
| Health (BCBS) | 20,016.36 |
| Insurance Fees | 6.00 |
| Insurance Other | 5,857.62 |
| Worker's Comp | 2,430.81 |
| Total INSURANCE | 93,255.66 |
| INTEREST EXPENSE | |
| 2018 Sub. Ally Interest 6324 | 987.95 |
| 2020 Kubota EX CAN KX018-4R1 | -2,060.05 |
| 2022 Dodge Ram 5011 | 2,697.47 |
| Amer Express Interest 1014 | 1,149.72 |
| Classic Loan Interest 6449-3 | 2,506.72 |
| Classic LOC 6449-1 | 11,123.12 |
| Late Fees Other | 10.21 |
| Total INTEREST EXPENSE | 16,415.14 |
| Internet | 160.00 |
| Janitorial | 635.00 |
| LICENSE AND FEES | 2,049.25 |

10:02 AM
01/09/23
Accrual Basis

304 Construction, LLC.
Profit & Loss
January through December 2022

| | Jan - Dec 22 |
|---------------------------|--------------|
| OFFICE EXPENSE | |
| Supplies | 8,191.68 |
| Total OFFICE EXPENSE | 8,191.68 |
| PAYROLL EXPENSES | 159,080.69 |
| Postage and Handling | 271.00 |
| PROFESSIONAL FEES | |
| Bookkeeping | 3,250.00 |
| Legal Services | 16,473.89 |
| PROFESSIONAL FEES - Other | 1,082.50 |
| Total PROFESSIONAL FEES | 20,806.39 |
| Rent - Office | 11,850.00 |
| Rental Expense | 19,791.94 |
| REPAIRS | |
| Auto/Truck/Trailer | 20,418.40 |
| Equipment Repairs | 97,695.47 |
| Total REPAIRS | 118,113.87 |
| Tax Title & License | 257.48 |
| TAXES | |
| IRS Taxes | 35,000.00 |
| Property | 3,723.53 |
| Sales Tax Adjustment | 130.67 |
| State Franchise | 4,126.00 |
| Total TAXES | 42,980.20 |
| Telephone | |
| Cell | 4,729.51 |
| Landline | 592.00 |
| Total Telephone | 5,321.51 |
| Utilities | |
| Gas and Electric | 1,094.80 |
| Water | 334.00 |
| Utilities - Other | 375.00 |
| Total Utilities | 1,803.80 |
| Total Expense | 523,318.67 |
| Net Ordinary Income | 717,267.19 |
| Other Income/Expense | |
| Other Income | |
| Other Income | 1,301.31 |
| Total Other Income | 1,301.31 |
| Other Expense | |
| Suspense | 6,100.00 |
| Total Other Expense | 6,100.00 |
| Net Other Income | -4,798.69 |
| Net Income | 712,468.50 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2023

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 Truist Insurance Group PO Box 821 Smithville, TX 78957 | CONTACT NAME: Cassie Barrientos PHONE (A/C, No, Ext): 512-321-9524 ext12 E-MAIL ADDRESS: truistinsurancegroup@gmail.com FAX (A/C, No): | | | | | | | | | | | | | | |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|--------------------------|-------|--------------------|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED 304 Construction 1083 FM 812 Unit I-9 Cedar Creek, TX 78612 | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Texas Mutual</td><td>22945</td></tr><tr><td>INSURER B : Markel</td><td>38970</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Texas Mutual | 22945 | INSURER B : Markel | 38970 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Texas Mutual | 22945 | | | | | | | | | | | | | | |
| INSURER B : Markel | 38970 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| 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 VVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | 4694107 | 2/2/2023 | 2/2/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ | <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE | | | 4694926 | 2/2/2023 | 2/2/2024 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | | 0001319211 | 1/31/2023 | 1/3/2024 | WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Bastrop Financial Way

CERTIFICATE HOLDER

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



AGENCY CUSTOMER ID: _____

UMBRELLA / EXCESS SECTION

DATE (MM/DD/YYYY)

1/24/2023

IMPORTANT - If CLAIMS MADE is checked in the POLICY INFORMATION section below, this is an application for a claims-made policy.
Read all provisions of the policy carefully.

| | | | |
|----------------------------------|----------------------------|------------------|-----------|
| AGENCY Truest Insurance Group | | CARRIER | NAIC CODE |
| POLICY NUMBER | EFFECTIVE DATE 2/3/2023 | NAMED INSURED(S) | |

POLICY INFORMATION

| TRANSACTION TYPE | | | | LIMIT OF LIABILITY | | RETAINED LIMIT |
|---------------------------------------------|-----------------------------------|--------------------------------------|------------------------------------|--------------------|--------|------------------------------|
| <input checked="" type="checkbox"/> NEW | <input type="checkbox"/> UMBRELLA | <input type="checkbox"/> OCCURRENCE | <input type="checkbox"/> VOLUNTARY | \$ 1,000,000 | EA OCC | \$ |
| <input checked="" type="checkbox"/> RENEWAL | <input type="checkbox"/> EXCESS | <input type="checkbox"/> CLAIMS MADE | <input type="checkbox"/> | \$ 2,000,000 | AGG | FIRST DOLLAR DEFENSE (Y / N) |
| EXPIRING POL #: | | | | \$ | | |

EMPLOYEE BENEFITS LIABILITY

| | | | |
|----------------------------------|-------------------------|------------------------|--------------------------|
| LIMIT OF INSURANCE (Ea Employee) | AGGREGATE LIMIT FOR EBL | RETAINED LIMIT FOR EBL | RETROACTIVE DATE FOR EBL |
| \$ | \$ | \$ | |
| NAME OF BENEFIT PROGRAM | | | |

PRIMARY LOCATION & SUBSIDIARIES (ACORD 125)

| # | NAME AND LOCATION OF PRIMARY AND ALL SUBSIDIARY COMPANIES (Describe Operations) | ANNUAL PAYROLL | ANN GROSS SALES | FOREIGN GROSS SALES | # EMPL |
|---|-----------------------------------------------------------------------------------------------|----------------|-----------------|---------------------|--------|
| 1 | NAME: 304 Construction LLC LOCATION: Bastrop, County DESCRIPTION: Concrete Construction | \$110,000 | \$5,000,000 | \$0 | 2 |
| | NAME: LOCATION: DESCRIPTION: | | | | |
| | NAME: LOCATION: DESCRIPTION: | | | | |
| | NAME: LOCATION: DESCRIPTION: | | | | |
| | NAME: LOCATION: DESCRIPTION: | | | | |
| | NAME: LOCATION: DESCRIPTION: | | | | |

UNDERLYING INSURANCE

| LIST ALL LIABILITY / COMPENSATION POLICIES IN FORCE TO APPLY AS UNDERLYING INSURANCE | | | | | | ++ RATING MOD |
|---------------------------------------------------------------------------------------------------------|-------------------------|-----------------|-----------------|----------------------------------------|------------------------|---------------------|
| TYPE | CARRIER / POLICY NUMBER | POLICY EFF DATE | POLICY EXP DATE | LIMITS | ANNUAL RENEWAL PREMIUM | |
| AUTOMOBILE LIABILITY | Progressive | | | CSL EA ACC \$ | \$ | |
| | | | | BI EA ACC \$ | \$ | |
| | | | | BI EA PER \$ | \$ | |
| | | | | PD EA ACC \$ | \$ | |
| GENERAL LIABILITY POLICY TYPE <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | Evanston/Markel | 2/3/22 | 2/3/23 | EACH OCCURRENCE \$ | PREM / OPS | |
| | | | | GENERAL AGGR \$ 2,000,000 | \$ | |
| | | | | PROD & COMP OPS AGGREGATE \$ 2,000,000 | PRODUCTS | |
| | | | | PERSONAL & ADV INJURY \$ 1,000,000 | \$ | |
| | | | | DAMAGE TO RENTED PREMISES \$ 100,000 | OTHER | |
| | | | | MEDICAL EXPENSE \$ 5,000 | \$ | |
| | | | | | | |
| EMPLOYERS LIABILITY | | | | EACH ACCIDENT \$ | \$ | |
| | | | | DISEASE EACH EMPLOYEE \$ | | |
| | | | | DISEASE POLICY LIMIT \$ | | |
| | | | | | | |
| Worker Corr | Texas Mutual | 1/31/23 | 1/31/24 | \$1,000,000 | \$ | |
| | | | | | \$ | |

THE INSURANCE TEAM
PO BOX 1140
LOCKHART, TX 78644

PROGRESSIVE
COMMERCIAL

Named insured

304 Construction LLC
1083 FM 812, SUITE I-9
CEDAR CREEK, TX 78612

Policy number: 953784310

Underwritten by:
Progressive County Mutual Ins Co
November 22, 2022
Policy Period: Nov 19, 2022 - Nov 19, 2023
Page 1 of 4

agent.progressive.com

Online Service

Make payments, check billing activity, print
policy documents, update your policy or
check the status of a claim.

1-512-376-5141

THE INSURANCE TEAM

Contact your agent for personalized service.

1-800-444-4487

For customer service if your agent is
unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your coverage has changed

Your coverage began on November 19, 2022 at 12:01 a.m. This policy expires on November 19, 2023 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852TX (02/19), 1652TX (02/19), Z228 (01/11), 4852TX (02/19) and 4881TX (02/19).

The named insured organization type is a corporation.

Motor Vehicle Crime Prevention Authority Fee

Your payment includes a \$4.00 fee per vehicle each year. This fee helps fund:

- auto burglary, theft and fraud prevention;
- criminal justice efforts; and
- trauma care and emergency medical services for victims of accidents due to traffic offenses.

By law, we send this fee to the Motor Vehicle Crime Prevention Authority (MVCPA).

Policy changes effective November 21, 2022

| | |
|-----------------------|----------------------------------------------------------------------------------------|
| Changes processed on: | November 21, 2022 10:42 a.m. |
| Premium change: | \$358.00 |
| Changes: | The 2022 GMC YUKON XL has been added. The 2018 CHEVROLET SUBURBAN has been removed. |

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

| Description | Limits | Deductible | Premium |
|-----------------------------------------------|-----------------------------------------------|------------|-----------------|
| Liability To Others | | | \$7,001 |
| Bodily Injury Liability | \$250,000 each person/\$500,000 each accident | | |
| Property Damage Liability | \$100,000 each accident | | |
| Uninsured/Underinsured Motorist | \$100,000 each person/\$300,000 each accident | | 423 |
| Uninsured Motorist Property Damage | \$100,000 each accident | \$250 | 215 |
| Medical Payments | Rejected | | -- |
| Personal Injury Protection | \$2,500 each person | | 146 |
| Comprehensive | | | 1,584 |
| See Auto Coverage Schedule | Limit of liability less deductible | | |
| Collision | | | 2,552 |
| See Auto Coverage Schedule | Limit of liability less deductible | | |
| Subtotal policy premium | | | \$11,921 |
| Motor Vehicle Crime Prevention Authority Fee | | | 32 |
| Total 12 month policy premium and fees | | | \$11,953 |

Rated drivers

1. Adam W Meuth
2. Katie Meuth
3. Erasmo Vasquez
4. Michael Herrera-Garza

Auto coverage schedule

1. **2022 RAM 3500** Stated Amount: * \$68,000 (including Permanently Attached Equip)
 VIN: **3C7WRTCL1NG122802** Garaging Zip Code: 78612 Radius: 100 miles
 Personal use: N Body type: Pickup Truck

| Liability Premium | Liability Premium | UM/UIM Premium | UM PD Premium | PIP Premium | |
|-------------------------|-------------------|----------------|----------------------|-------------------|----------------|
| | \$2417 | \$130 | \$64 | \$41 | |
| Physical Damage Premium | Comp Deductible | Comp Premium | Collision Deductible | Collision Premium | Auto Total |
| | \$500 | \$293 | \$1,000 | \$848 | \$3,793 |

2. **2022 Big Tex Trailer** Stated Amount: * \$15,000 (including Permanently Attached Equip)
 VIN: **16V3F4120N6167051** Garaging Zip Code: 78612 Radius: 200 miles
 Personal use: N Body type: Utility Trailer

| Liability Premium | Liability Premium | | | | |
|-------------------------|-------------------|--------------|----------------------|-------------------|--------------|
| | \$67 | | | | |
| Physical Damage Premium | Comp Deductible | Comp Premium | Collision Deductible | Collision Premium | Auto Total |
| | \$500 | \$139 | \$1,000 | \$65 | \$271 |

3. **2021 Big Tex Trailer** Stated Amount: * \$7,500 (including Permanently Attached Equip)
VIN: **16V1F2621M2049374** Garaging Zip Code: 78612 Radius: 200 miles
Personal use: N Body type: Utility Trailer

| | | | | | |
|-------------------------|-------------------|--------------|----------------------|-------------------|--------------|
| Liability Premium | Liability Premium | | | | |
| | \$67 | | | | |
| Physical Damage Premium | Comp Deductible | Comp Premium | Collision Deductible | Collision Premium | Auto Total |
| | \$500 | \$88 | \$1,000 | \$42 | \$197 |

4. **2021 Big Tex Trailer** Stated Amount: * \$7,500 (including Permanently Attached Equip)
VIN: **16V1C2235M2052100** Garaging Zip Code: 78612 Radius: 200 miles
Personal use: N Body type: Utility Trailer

| | | | | | |
|-------------------------|-------------------|--------------|----------------------|-------------------|--------------|
| Liability Premium | Liability Premium | | | | |
| | \$125 | | | | |
| Physical Damage Premium | Comp Deductible | Comp Premium | Collision Deductible | Collision Premium | Auto Total |
| | \$500 | \$88 | \$1,000 | \$41 | \$254 |

5. **2021 LLAMA Trailer** Stated Amount: * \$14,000 (including Permanently Attached Equip)
VIN: **5RVFA2625MP100643** Garaging Zip Code: 78612 Radius: 100 miles
Personal use: N Body type: Utility Trailer

| | | | | | |
|-------------------------|-------------------|--------------|----------------------|-------------------|--------------|
| Liability Premium | Liability Premium | | | | |
| | \$125 | | | | |
| Physical Damage Premium | Comp Deductible | Comp Premium | Collision Deductible | Collision Premium | Auto Total |
| | \$500 | \$125 | \$1,000 | \$59 | \$309 |

6. **2022 BIG TEX Trailer** Stated Amount: * \$4,500 (including Permanently Attached Equip)
VIN: **16V1U1510N2131350** Garaging Zip Code: 78612 Radius: 100 miles
Personal use: N Body type: Utility Trailer

| | | | | | |
|-------------------------|-------------------|--------------|----------------------|-------------------|--------------|
| Liability Premium | Liability Premium | | | | |
| | \$62 | | | | |
| Physical Damage Premium | Comp Deductible | Comp Premium | Collision Deductible | Collision Premium | Auto Total |
| | \$500 | \$53 | \$1,000 | \$28 | \$143 |

7. **2018 RAM 3500** Stated Amount: * \$55,000 (including Permanently Attached Equip)
VIN: **3C7WRTCL3JG335941** Garaging Zip Code: 78612 Radius: 100 miles
Personal use: N Body type: Pickup Truck

| | | | | | |
|-------------------------|-------------------|----------------|----------------------|-------------------|----------------|
| Liability Premium | Liability Premium | UM/UIM Premium | UM PD Premium | PIP Premium | |
| | \$2388 | \$130 | \$80 | \$42 | |
| Physical Damage Premium | Comp Deductible | Comp Premium | Collision Deductible | Collision Premium | Auto Total |
| | \$500 | \$543 | \$1,000 | \$761 | \$3,944 |

8. **2022 GMC YUKON XL** Actual Cash Value (plus \$2,000.00 Permanently Attached Equip)
 VIN: **1GKS1JKL0NR168327** Garaging Zip Code: 78612 Radius: 50 miles
 Personal use: N Body type: Sport Utility Vehicle

| Liability Premium | Liability Premium | UM/UIM Premium | UM PD Premium | PIP Premium | |
|-------------------------|-------------------|----------------|----------------------|-------------------|----------------|
| | \$1750 | \$163 | \$71 | \$63 | |
| Physical Damage Premium | Comp Deductible | Comp Premium | Collision Deductible | Collision Premium | Auto Total |
| | \$500 | \$255 | \$1,000 | \$708 | \$3,010 |

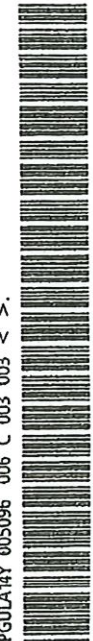
*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discounts

| Policy | |
|-----------|--------------------------------|
| 953784310 | Paid In Full and Multi-Product |

Loss Payee information

| 1. Loss Payee | Auto 1 | |
|---------------|--------|----------------------------------------------------------------------------------------------|
| | | ALLY FINANCIAL PO BOX 8102 COCKEYSVILLE, MD 21030 2022 RAM 3500 (3C7WRTCL1NG122802) |



PGULA14Y 005096 006 C 003 003

Proposal

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

Re: Bastrop Financial Way Project

To All:

The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the City of Bastrop in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.


In submitting this Proposal, Bidder represents, as more fully set forth in the Agreement, that;

a) Bidder has examined copies of all Contract Documents, (consisting of Plans dated August 2023 and Project Manual dated August 2023) which he understands and accepts as sufficient for the purpose, including any and all Addenda officially issued, the receipt of which is hereby acknowledged.

ADDENDUM
NO. 1

DATE OF
RELEASE
8-17-2023

SIGNATURE



b) Bidder has examined the surface and subsurface conditions where the Work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the Work and has made such independent investigations as Bidder deems necessary.

c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

The Bidder agrees to complete the Work, in accordance with the Contract Documents, for the following Items and Quantities:

ADDENDUM NO. 1

Date: August 17, 2023

City of Bastrop

Project Name: Bastrop Financial Way
Doucet Project: 2014-004

This Addendum forms a part of the Contract and corrects or modifies original Bid Documents, dated Aug 2023. **Please acknowledge receipt of this addendum on bid documents.** Failure to do so may subject bidder to disqualification.

A. Page 38

1. Added Call Out for the Contractor to provide an alternative bid for the water main loop around Financial Way which consist of 917 LF 8" PVC C-900, DR 18 Water Main Pipe.
2. Contractor to provide on the bid tab excel form, a fee for 917 LF of 8" PVC C-900, DR-18 Water Main Pipe. The cost of the fee will not be included in the Contractor's Total Bid.
3. Plan Set titled "2014-004 PLANSET-203230804.pdf" has been replaced by "2014-004 PLANSET-203230817.pdf"

B. Contractor's Bid Document

1. Excel Document titled "Bastrop Financial Way Contractor's Bid 8-04-23.xlsx" has been updated and replaced with "Bastrop Financial Way Contractor's Bid 8-17-23.xlsx".
2. This document was changed to include an alternative bid item "1Z" to the Contractor's Bid.

Addendum No. 1 consists of this addendum narrative. The updated Plan Set and Contractor's Bid were uploaded on August 17, 2023.

END

Contractor's Bid

PROJECT NAME: Bastrop Financial Way

Date: 9-1-23Signature: 

(Print, Date and Sign - Include a copy with Submittal)

| ITEM NO. | Spec | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL AMOUNT |
|---------------------------------|----------|--------------------------------------------|------|------|--------------|---------------|
| Paving Improvements: | | | | | | |
| 1P | 100-6002 | Right-of-Way Preparation | STA | 9.70 | \$ 1,800.00 | \$ 17,460.00 |
| 2P | 104-6021 | Remove Concrete Curb | LF | 18 | \$ 15.00 | \$ 270.00 |
| 3P | 110-6004 | Excavation (Roadway and Channel) | CY | 3215 | \$ 9.00 | \$ 28,935.00 |
| 4P | 132-6004 | Embankment | CY | 1246 | \$ 6.00 | \$ 7,476.00 |
| 5P | 152-6001 | Road Grader Work | STA | 9.40 | \$ 825.00 | \$ 7,755.00 |
| 6P | 160-6003 | Furnishing and Placing Topsoil (4") | SY | 7631 | \$ 1.50 | \$ 11,446.50 |
| 7P | 164-6035 | Drill Seeding (PERM) (RURAL)(CLAY) | SY | 7631 | \$ 0.50 | \$ 3,815.50 |
| 8P | 169-6001 | Soil Retention Blankets | SY | 7631 | \$ 0.15 | \$ 1,144.65 |
| 9P | Bastrop | Flexible Base for Miscellaneous Gravel | CY | 20 | \$ 37.00 | \$ 740.00 |
| 10P | 260-6002 | Lime (Hydrated) Lime (Slurry) | TONS | 81 | \$ 285.00 | \$ 23,085.00 |
| 11P | 260-6079 | 6" Thick Lime Stabilized Subgrade | SY | 4867 | \$ 4.00 | \$ 19,468.00 |
| 12P | Bastrop | 5.5" Thick Reinforced Concrete Paving | SY | 2147 | \$ 58.00 | \$ 124,526.00 |
| 13P | Bastrop | 6.5" Thick Reinforced Concrete Paving | SY | 2045 | \$ 62.00 | \$ 126,790.00 |
| 14P | 500-6001 | Mobilization | LS | 1 | \$ 64,718.35 | \$ 64,718.35 |
| 15P | 502-6001 | Barricades Signs and Traffic Handling | LS | 1 | \$ 300.00 | \$ 300.00 |
| 16P | 506-6003 | Rock Filter Dams (Install) (TY3) | LF | 22 | \$ 170.00 | \$ 3,740.00 |
| 17P | 506-6011 | Rock Filter Dams (Remove) | LF | 22 | \$ 105.00 | \$ 2,310.00 |
| 18P | 506-6020 | Construction Exit (Install) | SY | 230 | \$ 13.00 | \$ 2,990.00 |
| 19P | 506-6024 | Construction Exit (Remove) | SY | 230 | \$ 7.00 | \$ 1,610.00 |
| 20P | Bastrop | Concrete Curb and Gutter (TY II) | LF | 1765 | \$ 25.00 | \$ 44,125.00 |
| 21P | Bastrop | Driveway (ACP) | SY | 141 | \$ 110.00 | \$ 15,510.00 |
| 22P | 540-6001 | Metal Beam Guard Fence | LF | 50 | \$ 300.00 | \$ 15,000.00 |
| 23P | 644-6001 | IN SM RD SN SUP & AM TY 10BWG(1)SA(P) | EACH | 7 | \$ 615.00 | \$ 4,305.00 |
| 24P | 644-6076 | Remove SM RD Sign | EACH | 4 | \$ 155.00 | \$ 620.00 |
| 25P | Bastrop | Tree Protection | EACH | 2 | \$ 965.00 | \$ 1,930.00 |
| 26P | | Project Signage | LS | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 27P | | SW3P Implementation, Maintenance & Removal | LS | 1 | \$ 11,500.00 | \$ 11,500.00 |
| Water Main Improvements: | | | | | | |
| 1W | Bastrop | 12" PVC C-900, DR-18 Water Main Pipe | LF | 1400 | \$ 120.00 | \$ 168,000.00 |
| 2W | Bastrop | Water Main Pipe (DI) (6-Inch) | LF | 46 | \$ 70.00 | \$ 3,220.00 |
| 3W | Bastrop | Fire Hydrant Assembly | EACH | 3 | \$ 5,800.00 | \$ 17,400.00 |
| 4W | Bastrop | Ductile Iron Fittings | TON | 1.70 | \$ 7,500.00 | \$ 12,750.00 |

Mobilization modified to meet 5% of contract.

| | | | | | | |
|-------------------------------------|-----------|--------------------------------------------------------------------------------------|------|------|--------------|--------------|
| 5W | Bastrop | 24-Inch Steel Pipe Encasement | LF | 56 | \$ 185.00 | \$ 10,360.00 |
| 6W | Bastrop | 12" Gate Valve and Box | EACH | 13 | \$ 4,000.00 | \$ 52,000.00 |
| | | | | | | |
| Sanitary Sewer Improvements: | | | | | | |
| 1S | Bastrop | Sanitary Sewer Manhole (48")(6') | EACH | 3 | \$ 10,500.00 | \$ 31,500.00 |
| 2S | Bastrop | Sanitary Sewer Manhole (48")(Extra Depth) | LF | 9.50 | \$ 600.00 | \$ 5,700.00 |
| 3S | Bastrop | Sanitary Sewer (8") (PVC) (SDR26) | LF | 620 | \$ 65.00 | \$ 40,300.00 |
| 4S | Bastrop | Sanitary Sewer (Adjust Manhole) | EACH | 1 | \$ 1,200.00 | \$ 1,200.00 |
| 5S | Bastrop | 18-Inch Pipe Encasement Steel | LF | 60 | \$ 185.00 | \$ 11,100.00 |
| | | | | | | |
| Drainage Improvements: | | | | | | |
| 1D | 432-6023 | Riprap (Stone Common) (Dry) (8-inch) | CY | 4 | \$ 200.00 | \$ 800.00 |
| 2D | 464-6025 | 18" Reinforced Concrete Pipe (CL5) | LF | 260 | \$ 110.00 | \$ 28,600.00 |
| 3D | 465-6269 | 10' Curb Inlet | EA | 2 | \$ 6,000.00 | \$ 12,000.00 |
| 4D | 465-6269 | 20' Curb Inlet | EA | 1 | \$ 11,000.00 | \$ 11,000.00 |
| 5D | 465-6284 | Manhole (Compl) | EA | 2 | \$ 5,500.00 | \$ 11,000.00 |
| 6D | 466-6003 | 18" Headwall 4:1 with Energy Disipators | EA | 1 | \$ 3,500.00 | \$ 3,500.00 |
| 7D | 634S | Level Spreader | LF | 80 | \$ 30.00 | \$ 2,400.00 |
| | | | | | | |
| Additional Improvements | | | | | | |
| 1A | 0618-6029 | 3-inch Schedule 40 PVC | LF | 3030 | \$ 20.00 | \$ 60,600.00 |
| 2A | | Miscellaneous Improvements | LS | 1 | \$ 50,000.00 | \$ 50,000.00 |
| | | | | | | |
| Alternate Bid Addendum #1 | | | | | | |
| 1Z | Bastrop | 8" PVC C-900, DR-18 Water Main Pipe (Cost not included in Contractor's Bid Total) | LF | 917 | \$ 100.00 | \$ 91,700.00 |

Contractor's Bid Total

\$ 1,080,000.00

Alternate bid was used

TOTAL CONTRACT PRICE

\$ 1,086,000 -

Bidder will utilize the electronic spreadsheet provided by the engineer and submit along with all other required documents. Bidder will write in "Total Contract Price" above.

The undersigned, as Bidder, hereby certifies that it or a qualified designated person in its employ has examined the Contract Documents provided by the OWNER for bidding purposes. Further, the undersigned certifies that a qualified employee has reviewed the Bidder's proposed construction methods and finds them compatible with the conditions and from the information provided for Bidding.

The undersigned, as Bidder, shall complete the Work under any job circumstances or field conditions present and/or ascertainable prior to bidding. In addition, Bidder shall also complete the Work under whatever conditions it may create by its own sequence of construction, construction methods, or other conditions it may create, at no additional cost to the OWNER.

The undersigned, as Bidder, declares that it has familiarized itself with the location of the proposed Work and the conditions under which it must be constructed. Also, that it has carefully examined the Plans, the Specifications, and the Contract Documents, which it understands and accepts as sufficient for the purpose and agrees that it will Contract with the OWNER to furnish all labor, material, tools, and equipment necessary to do all Work specified and prescribed for the completion of the Project.

The undersigned agrees, if awarded Contract, to sign the Contract and submit satisfactory bonds and certificates of insurance coverage and other evidence of insurance required by the Contract Documents within 15 days after the date of OWNER'S Notice of Award.

The undersigned agrees that time is of the essence and, if awarded Contract, that the Work will be Substantially Completed within 45 calendar days after the date when the Contract Time commences to run and completed within 60 calendar days after the date when the Contract Time commences to run. (Bidder must complete Calendar Days Above) Refer to the General Condition section 14.07 and 14.10 for definitions of Substantially Complete and Completed

Liquidated damages, as specified in the General Conditions, Supplementary Conditions and Agreement, shall also apply to the above Substantial Completion and Final Completion dates.

All engineering and inspection costs incurred after the above final completion date shall be paid by the CONTRACTOR to the OWNER as specified in the Conditions of the Contract and Agreement.

Proposals may not be withdrawn for a period of 60 days after bid opening.

The following documents, to be included with the bid submittal, are attached to, and made a condition of this Proposal:

a) Required Bid security in the form checked below:

☐ Certified Check
☐ Cashier's Check
☐ Money Order
☒ Bid Bond

b) Legal Status of Bidder

c) Contractor Compliance to Texas Sales Tax Code

- d) Conflict of Interest Questionnaire
- e) HB 89 and Senate Bill 252
- f) Contractor Qualifications (References and Similar Projects)

Bidder's Name 304 Construction, LLC
By 

Address 1083 Fm 812 E-9
Gedlar Creek 1
Texas 78642

Phone No. 512-718-4463

Fax. No. _____

email Admin@304Construction.com



Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)

Bid Bond

CONTRACTOR:

(Name, legal status and address)
304 Construction, LLC
1083 FM 812, Suite I-9
Cedar Creek, TX 78612

SURETY:

(Name, legal status and principal place
of business)
Old Republic Surety Company
445 S. Moorland Road
Brookfield, WI 53005

OWNER:

(Name, legal status and address)
City of Bastrop
1311 Chestnut St
Bastrop, TX 78602

BOND AMOUNT:

\$1,080,000

PROJECT:

(Name, location or address, and Project number, if any)
City of Bastrop Financial Way Project

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

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

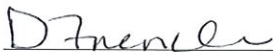
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


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

Signed and sealed this 1st

day of September 2023


(Witness)


(Witness)

(Principal)
Owner  (Seal)

(Title)

(Surety)
Agent  (Seal)

(Title)



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KENNETH SCHAWA, CLINTON R. ROBERTS, OF LOCKHART, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16TH day of MARCH, 2023.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 16TH day of MARCH, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5460



Signed and sealed at the City of Brookfield, WI this 15th day of September, 2023.

Karen J. Haffner

Assistant Secretary

THE INSURANCE TEAM

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material incorporated into the Project

(Resold to the Owner as defined in Tax Code)

\$ 500,000 -

All other charges and costs

\$ 580,000 -


Total *

\$ 1,080,000 -

* The total must equal the total amount of the Contract.

CONTRACTOR:

304 Construction LLC
Company (please Print)

BY: 
(signature of authorized person)

1083 Fm 812 F9
Address

Title: Agent

Odger Creek TX 78662
City State Zip

THIS FORM SHALL BE EXECUTED AT TIME OF EXECUTION OF CONTRACT AND MADE A PART OF THE CONTRACT.

Note:

1. The Total Amount of Bid for Materials and Services must equal the sum of the Total Amount Bid for Materials and the Total Amount Bid for Services as well as the sum of all individual bid items.

2. Materials are those items which are tax exempt and are physically incorporated into the facilities constructed for the OWNER. Materials include, but are not limited to, purchased items such as pipe, embedment, concrete, manholes, asphalt, road base, machinery, and equipment, etc.

3. Services are those items which are not tax exempt and are used by the CONTRACTOR but are not physically incorporated into the OWNER'S facilities and/or items that are consumed by construction. Services include, but are not limited to, supplies, tools, concrete forms, scaffolding, temporary buildings, the rental of equipment, skill, and labor, etc.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(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 person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

304 Construction LLC

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

9-1-23

**City of Bastrop -
House Bill 89
Verification**

I, Adam Murth (Person name), the undersigned representative of
304 Construction LLC (Company or Business name, hereafter referred to as Company)
being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned
notary, do hereby depose and verify under oath that the company named above, under the provisions
of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

[Signature]
Signature of Company Representative

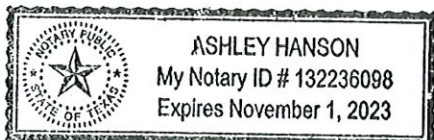
8-31-23
Date

On this Aug. 31st day of 2023,
personally appeared Adam Murth, the above-named person, who after by me being duly sworn,
did swear and confirm that the above is true and correct.

NOTARY SEAL

[Signature]
Notary
Signature

8-31-23
Date



City of Bastrop Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

304 Construction LLC

Company Name

Adam Menth

Print Name of Company Representative

[Signature]

Signature of Company Representative

8-31-23

Date

CERTIFICATION CHECK PERFORMED BY CITY OF BASTROP PURCHASING:

On this day, I, Laura Allen, the Purchasing Representative for the City of Bastrop, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Laura Allen

Print Name of City of Bastrop Purchasing Representative

[Signature]

Signature of City of Bastrop Purchasing Representative

11-15-2023
Date

911368
RFP or Vendor number

Maintenance Bond

THE STATE OF TEXAS
COUNTY OF BASTROP

§
§
§

KNOW ALL BY THESE PRESENTS:

That we 304 Construction, LLC, known as "Principal" herein and Old Republic Surety, a corporate surety, duly authorized to do business in the State of Texas, known as "Surety" herein (whether one or more), are held and firmly bound unto the City of Bastrop, a Texas municipal corporation created pursuant to the laws of the State of Texas, known as "City" herein, in the sum of One Million Forty Six Thousand Seven Hundred Eighty Eight Dollars and 73 cents (\$ 1,046,788.73), lawful money of the United States, to be paid in Bastrop, Bastrop County, Texas, for payment of which sum well and truly be made unto the City and its successors, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City awarded the 10th day of October, 2023, which Contract is hereby referred to and a made part hereof for all purposes as if fully set forth herein, to furnish all materials, equipment labor and other accessories as defined by law, in the prosecution of the Work, including any Work resulting from a duly authorized Change Order (collectively herein, the "Work") as provided for in said Contract and designated as Bastrop Financial Way Project – R2014-004; and

WHEREAS, Principal binds itself to use such materials and to so construct the Work in accordance with the plans, specifications and Contract Documents that the Work is and will remain free from defects in materials or workmanship for and during the period of **two (2) years** after the date of Final Acceptance of the Work by the City ("Maintenance Period"); and

WHEREAS, Principal binds itself to repair or reconstruct the Work in whole or in part upon receiving notice from the City of the need therefor at any time within the Maintenance Period.

NOW THEREFORE, the condition of this obligation is such that if Principal shall remedy any defective Work, for which timely notice was provided by City, to a completion satisfactory to the City, then this obligation shall become null and void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, if Principal shall fail to so repair or reconstruct any timely noticed defective Work, it is agreed that the City may cause any and all such defective Work to be repaired and/or reconstructed with all associated costs thereof being borne by the Principal and the Surety under this Maintenance bond; and

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Bastrop County, Texas or the United States District Court for the Western District of Texas, San Antonio District and

PROVIDED FURTHER, that this obligation shall be continuous in nature and successive recoveries may be had hereon for successive breaches.

IN WITNESS WHEREOF, the Principal and the Surety have each SIGNED and SEALED this instrument by duly authorized agents and officers on this the 20th day of October, 2023.

PRINCIPAL:

304 Construction, LLC

BY: 
Signature

ATTEST:

(Principal) Secretary

Wayne Martin, President
Name and Title

Address: 1083 Fm 812 Unit E9
Cedar Creek TX
78002

Witness as to Principal

SURETY:
See attached
Maintenance Bond

BY: _____
Signature

ATTEST:

(Surety) Secretary

Name and Title

Address: _____

Witness as to Surety

Telephone Number: _____

*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If Surety's physical address is different from its mailing address, both must be provided. The date of the bond shall not be prior to the date the Contract is awarded.

OLD REPUBLIC SURETY COMPANY

MAINTENANCE BOND

Bond Number 7310302

KNOW ALL PERSONS BY THESE PRESENTS:

That, 304 Construction, LLC

_____ as Principal,
and Old Republic Surety _____, a corporation
organized under the laws of the State of Wisconsin and authorized to do a surety
business in the State of Texas, as Surety, are held and firmly bound unto
the City of Bastrop, as Obligee
in the sum of _____
(\$ 1,046,788.73), lawful money of the United States of America, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents:

SEALED with our seals and dated 20th day of October, 2023.

WHEREAS, on the 20th day of October, 2023, the said principal as contractor,
entered into a contract for:

City of Bastrop Fiancial Way Project Maintenance Bond

for the sum of _____
(\$ 1,046,788.73); and,

WHEREAS, under the terms of the specifications for said work, the said principal is required to give a bond in
the amount of _____
(\$ 1,046,788.73), to protect the obligee against the result of faulty materials or workmanship for a period
of 2 year(s) from and after the date of completion and acceptance of same, namely, until 20th day
of October, 2025.

Now, THEREFORE, if the said principal shall for a period of 2 year from and after the date of the
completion and acceptance of same by said obligee replace any and all defects arising in said work whether
resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to
remain in full force and effect.

304 Construction, LLC

Principal

By

Old Republic Surety

Surety

By

Attorney-in-Fact





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KENNETH SCHAWA, CLINTON R. ROBERTS, OF LOCKHART, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16TH day of MARCH, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 16TH day of MARCH, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2026

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5460

Signed and sealed at the City of Brookfield, WI this 20th day of October, 2023.



Karen J. Haffner

Assistant Secretary

THE INSURANCE TEAM

Legal Status of Bidder

This Proposal is submitted in the name of:

(Print) 304 Construction, LLC

The undersigned hereby designates below its business address to which all notices, directions or other communications may be served or mailed:

Street 1083 Fm 812 I-9

City Cedar Creek

State TX Zip Code 78612

The undersigned hereby declares that it has legal status checked below:

- ☐ SOLE PROPRIETOR
- ☐ SOLE PROPRIETOR DOING BUSINESS UNDER AN ASSUMED NAME
- ☐ CO-PARTNERSHIP
The Assumed Name of the Co-Partnership is registered in the
County of _____, Texas
- ☐ CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF
_____. The Corporation is
- ☐ AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF TEXAS
- ☐ NOT NOW AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF
TEXAS
- ☐ POSSESS ALL REQUIRED LICENSES FOR THE WORK BEING BID

☒ LIMITED LIABILITY CORPORATION

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:


NAME AND TITLE

Wayne Meuth OWNER

HOME ADDRESS

2543 FM 535 Rosanky TX 78953

Signed this 1 day of September, 2023

By  (Signature)

Wayne Meuth
Printed Name of Signer

OWNER
Title



Office of the Secretary of State

CERTIFICATE OF FILING OF

304 Construction, LLC
File Number: 802620806

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/09/2017

Effective: 01/09/2017



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

Form 408
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

FEB 23 2022

Change by Registered Agent to
Name or Address

Corporations Section

Registered Agent Information

The name of the registered agent filing this statement is:

MORRIS & MCCLIMON, ATTORNEYS AT LAW, PLLC

Represented Entity Information

The name of the entity represented by the registered agent
is: **304 CONSTRUCTION, LLC**

The file number issued to the represented entity by the secretary of state is: _____

The entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation

☐ Professional Corporation

☐ Nonprofit Corporation

☐ Professional Association

☐ Cooperative Association

☐ Limited Partnership

☒ Limited Liability Company

☐ Limited Liability Partnership

☐ Foreign filing entity not listed above: _____

Specify type of entity.

If the registered agent represents more than one entity, then submit a simultaneous statement of change of address/name using SOSDirect or include the names, entity type and file numbers of any additional entities on the attachment included with this form.

Change of Address of Registered Agent

(Complete this section if the registered agent is changing its address.)

The address at which the registered agent maintained the entity's registered office is:

219 MAIN ST

SMITHVILLE

TX

78957

Street Address

City

State

Zip Code

☒ The registered agent is changing its address and such address will become the registered office of the entity or entities named on this statement. The business address of the new registered office is:

1083 FM 812 STE I-9

CEDAR CREEK

TX

78612

Street Address (No P.O. Box)

City

State

Zip Code

Notice of Award

DATE October 10, 2023

To: 304 Construction, LLC.

1083 FM 812, Unit I-9

Cedar Creek, TX 78612

Attention: Wayne Meuth

Project: Bastrop Financial Way Project

To All:

Pursuant to the provisions of Article 1.11 of the Instructions to Bidders, you are hereby notified that the City of Bastrop during a City Council Meeting held October 10, 2023, has directed the acceptance of your Bid for the above-referenced Project in the amount of \$ 1,046,788.73. This project shall consist of:

1000 LF of Concrete Paving, Water Main, Wastewater Main and Storm Sewer

as delineated in your Bid submitted to the City of Bastrop on September 5, 2023.

Please comply with the following conditions within 15 working days of the date of this Notice of Award; that is by October 25, 2023.

1. Deliver to the ENGINEER 5 fully executed counterparts of the Contract. including all the Contract Documents.
2. Deliver with the executed Contract the Contract Security (Bonds), on the form included in the Contract Documents, as specified in the General Conditions (Article 5) and Supplementary Conditions (Article SC-5).
3. Deliver with the executed Contract the Insurance Certificates (and other evidence of insurance) as specified in General Conditions (Article 5) or the Supplementary General Conditions (Article SC-5).
4. Please do not date Contract and Contract Security (Bonds), as these will be dated by OWNER when executed by them.

It is important to comply with these conditions and time limits as failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, OWNER will return to you two (2) fully signed counterparts of the Contract with the Contract Documents attached.

The Contractor is required to develop a Storm Water Pollution Prevention Plan and obtain a permit from the Texas Commission on Environmental Quality (TCEQ).

In accordance with paragraph 2.05 of the General Conditions, please submit to the ENGINEER the required schedules prior to the scheduling of a Preconstruction Meeting.

City of Bastrop
(OWNER)
By 

(AUTHORIZED SIGNATURE)
City Manager

(TITLE)

cc: _____ City Secretary _____

_____ (Copy to ENGINEER) _____

Contract

STATE OF TEXAS

COUNTY OF BASTROP

This Contract made and entered into this 15th day of November in the year 2023, by and between the City of Bastrop of the County of Bastrop and the State of Texas, hereinafter called OWNER, and 304 Construction, LLC. hereinafter called CONTRACTOR, in consideration of the mutual covenants hereinafter sent forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Bastrop Financial Way Project – Extension of Jackson Street and Financial Way Cul-De-Sac.

ARTICLE 2. CONTRACT TIME

2.1 The Work will be Substantially Completed (As Defined in GC 14.07) on or before December 26, 2023, and Completed (As Defined in GC 14.10) and ready for final payment in accordance with paragraph 14.11 of the General Conditions on or before January 11, 2024.

2.2 The Work will be substantially completed within 45 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.11 of the General Conditions within 60 calendar days after the date when the Contract Time commences to run.

2.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss if the Work is not Substantially Complete within the time specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not Substantially Complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER One Thousand Dollars (\$1000) for each day that expires after the time specified in paragraph 2.1 for Substantial Completion until the Work is Substantially Complete. Liquidated damages charged shall be deducted from the CONTRACTOR's progress payment.

ARTICLE 3. CONTRACT PRICE

3.1 OWNER shall pay CONTRACTOR as provided in the attached Proposal for performance of the Work in accordance with the Contract Documents.

ARTICLE 4. PAYMENT PROCEDURES

Progress payments and retainage under this Contract are governed by the provisions of Chapter 2253 of the Texas Government Code. This provision is incorporated herein by reference and made a part of this Contract. Without excluding any parts of this provision from this Contract, but in order to comply therewith and summarize certain provisions, the following shall apply:

4.1 The person representing the CONTRACTOR who will submit written requests for progress payments shall be: Wayne Meuth.

4.2 The person representing the OWNER to whom requests for progress payments are to be submitted shall be: (City's Designated Representative)

4.3 The CONTRACTOR's representative, listed above, shall submit Applications for Payment on the form provided in the Contract Documents in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations that may affect cost, progress, performance, or furnishing of the Work.

5.2 CONTRACTOR has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Plans and Specifications, and which have been identified in the Supplementary Conditions.

5.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 5.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

5.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

5.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, made a part hereof and consists of the following:

- 6.1 Procurement Requirements (including the Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, Proposal, Legal Status of Bidder, and other Documents listed in the Table of Contents thereof).
- 6.2 This Contract
- 6.3 Performance and other Bonds
- 6.4 Notice of Award (if issued)
- 6.5 Notice to Proceed (if issued)
- 6.6 Conditions of the Contract (including General Conditions and Supplementary Conditions, if any)
- 6.7 Specifications as defined in in the sheet summaries and the Project Manual dated August 2023.
- 6.8 Plans consisting of sheets numbered 1 through 70 with each sheet bearing the following general title: Jackson Street Extension.
- 6.9 Addenda numbers 1 to 1, inclusive
- 6.10 Documentation submitted by CONTRACTOR prior to Notice of Award
- 6.11 Any Modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Contract in five (5) counterparts. Two (2) counterparts each have been delivered to OWNER and CONTRACTOR, one counterpart has been delivered to the ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Contract will be effective on November 15, 2023.

OWNER: City of Bastrop

CONTRACTOR: 304 Construction, LLC.

By Sylvia Carrillo, KCMACM, CPM

By Wayne Meuth

Print Name

Print Name

[Signature]
Signature

X [Signature]
Signature

Owner Attest:

Contractor Attest:

Ann Franklin
Print Name

Adam Meuth
Print Name

[Signature]
Signature

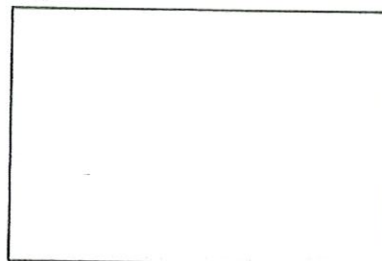
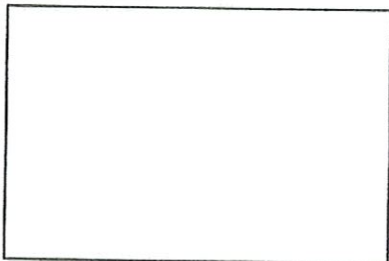
[Signature]
Signature

11/15/2023
Date

10-24-23
Date

Seal

Seal



Notice to Proceed

DATED December 12, 2023

To: 304 Construction, LLC
1083 FM 812
Cedar Creek, TX 78612

Attention: Wayne Meuth

Project: Bastrop Financial Way

Please note that the Contract Time under the above Contract will commence to run on December 18, 2023. Within no more than fifteen (15) days of this date you are to start performing the Work. The dates of Substantial Completion and Final Completion are set forth in the Contract; they are February 1, 2024, and February 16, 2024, respectively.

In accordance with paragraph 2.05 of the General Conditions, please submit to the ENGINEER the required schedules and distribution items as defined in section 01 3119 and of section 2.05 of the General Conditions prior to the scheduling of a Preconstruction Meeting.

Also, in accordance with paragraph 2.05 of the General Conditions, please request a Preconstruction Meeting from the ENGINEER prior to delivery of any materials or start of any construction. A minimum of three (3) full working days' notice is required to set up the Preconstruction Meeting. Also, please notify the ENGINEER three (3) full working days in advance of any staking requirements or other activity on the Project.

Work at the site must be started by January 2, 2024

A Stormwater Pollution Prevention Plan (SWPPP) must be developed and implemented for this Project.

City of Bastrop
(OWNER)

By Rene Aguilar
(AUTHORIZED SIGNATURE)

City of Bastrop, Construction Project Manager
(TITLE)

cc:

(Copy to ENGINEER)
City Secretary
City Engineering Depart.

Performance Bond

Bond No. 7310301

KNOW ALL MEN BY THESE PRESENTS, That we 304 Construction, LLC, a corporation organized and existing under the laws of the State of Texas, and duly authorized to transact business in the State of Texas, hereinafter called the "Principal," and City of Bastrop, a corporation organized and existing under the laws of the State of Texas, and duly authorized to transact business in the State of Texas, as Surety, hereinafter called "Surety," are held and firmly bound unto City of Bastrop, as Obligee, and hereinafter called "Obligee," in the just and full sum of Dollars (\$ 1,046,788.73), lawful money of the United States of America, to be paid to the said Obligee, to which payment well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, WHEREAS, the above Principal has entered a contract with the said Obligee, dated the 15th day of November, 2023 for the construction of Bastrop Financial Way which Contract is herein referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein, and

WHEREAS, it was one of the conditions of the award of the said Obligee, pursuant to which said contract was entered into, that these presents should be executed.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, or any other forbearance, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in anywise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, or any other forbearance, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

NOW, THEREFORE, if the above Principal shall in all respects comply with the terms and conditions of said Contract, and his (their or its) obligations thereunder, including the Contract Documents therein referred to and made a part thereof, and such alteration as may be made in such Contract or Contract Documents, as herein or therein provided for, then this obligation shall be void; otherwise, this Bond and obligation shall be and remain in full force and effect.


Signed and sealed this 20th day of October 2023.

Signed, sealed, and delivered in the presence of:

Witness for CONTRACTOR

BOY Construction LLC
(Principal)

Wayne Menth, owner
(Title)

By 

Witness for Surety

Signature provided
(Surety)

ON ATTACHED PERFORMANCE
(Title)
BOND

By _____

Attorney-In-Fact (Seal)

Address

Address of Surety

City Zip Code

City Zip Code

Telephone

Telephone

OLD REPUBLIC SURETY COMPANY

Bond # 7310301

PERFORMANCE BOND

The American Institute of Architects, AIA Document No. A312 (December, 1984 Edition)
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

304 Construction, LLC

1083 FM 812, Suite I-9, Cedar Creek, TX 78612

OWNER (Name and Address):

City of Bastrop

1311 Chestnut St Bastrop, TX 78602

CONSTRUCTION CONTRACT

Date: 10/20/2023

Amount: \$1,046,788.73

Description (Name and Location):

Bastrop Financial Way Project

SURETY (Name and Principal Place of Business):

OLD REPUBLIC SURETY COMPANY

445 S. Moorland Road, Brookfield, WI 53005

BOND

Date (Not earlier than Construction Contract Date): (10/20/2023)

Amount: \$1,046,788.73

Modifications to this Bond:

☒ None

☐ See Page 2

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

304 Construction, LLC

SURETY

Company:

(Corporate Seal)

OLD REPUBLIC SURETY COMPANY

Signature: _____

Name and Title: Wayne Meuth

Signature: _____

Name and Title: Clinton Roberts

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other
party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be Greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall

accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any charge, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within 25 months after Contractor Default or within 25 months after the Contractor ceased working or within 25 months after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

304 Construction, LLC

(Corporate Seal)

Signature

Name and Title: Wayne Meuth

Address:

SURETY

Company: OLD REPUBLIC SURETY COMPANY (Corporate Seal)

Signature

Name and Title: Clinton Roberts

Address:

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**PO Box 569480
Dallas, TX 75356-9480**

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:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance 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.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**PO Box 569480
Dallas, TX 75356-9480**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

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P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company 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.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KENNETH SCHAWA, CLINTON R. ROBERTS, OF LOCKHART, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16TH day of MARCH, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 16TH day of MARCH, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2026

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5460

Signed and sealed at the City of Brookfield, WI this 20th day of October, 2023



Karen J. Haffner

Assistant Secretary

THE INSURANCE TEAM

PAYMENT BOND

That we, 304 Construction, LLC, known as "Principal" herein, and City of Bastrop, a corporate surety (sureties), duly authorized to do business in the State of Texas, known as "Surety" herein (whether one or more), are held and firmly bound unto the City of Bastrop, a Texas municipal corporation created pursuant to the laws of the State of Texas, known as "City" herein, in the penal sum of One Million Forty Six Thousand Seven Hundred Eighty Eight Dollars and 73 cents. (\$ 1,046,788.73), lawful money of the United States, to be paid in Bastrop, Bastrop County, Texas, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has entered into a certain written Contract with City, awarded October 10, 2023, which Contract is hereby referred to and made a part hereof for all purposes as if fully set forth herein, to furnish all materials, equipment, labor and other accessories as defined by law, in the prosecution of the Work as provided for in said Contract and designated as Bastrop Financial Way Project.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall pay all monies owing to any (and all) payment bond beneficiary (as defined in Chapter 2253 of the Texas Government Code, as amended) in the prosecution of the Work under the Contract, then this obligation shall be and become null and void; otherwise to remain in full force and effect.

This bond is made and executed in compliance with 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 of said statute.

IN WITNESS WHEREOF, the Principal and Surety have each SIGNED and SEALED this instrument by duly authorized agents and officers on this the 20th day of October, 2023.

PRINCIPAL:

Soy Construction LLC

ATTEST:

BY: [Signature]

Signature

(Principal) Secretary

Wayne Mann, Owner
Name and Title

Address: 1083 E 812 Unit D9
Cedar Creek TX 78612

Witness as to Principal

SURETY:

See attached Payment Bond

ATTEST:

BY: _____

Signature

(Surety) Secretary

Name and Title

Address: _____

Witness as to Surety

Telephone Number: _____

Note: If signed by an officer of the Surety, there must be on file a certified extract from the bylaws showing that this person has authority to sign such obligation. If Surety's physical address is different from its mailing address, both must be provided.

The date of the bond shall not be prior to the date the Contract is awarded.

END OF SECTION

OLD REPUBLIC SURETY COMPANY

Bond # 7310301

PAYMENT BOND

The American Institute of Architects, AIA Document No. A312 (December, 1984 Edition)

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

CONTRACTOR (Name and Address):

304 Construction LLC

1083 FM 812, Suite I-9, Cedar Creek, TX 78612

SURETY (Name and Principal Place of Business):

OLD REPUBLIC SURETY COMPANY

PO Box 1635, Milwaukee, Wisconsin 53201

OWNER (Name and Address):

City of Bastrop

1311 Chestnut St Bastrop, TX 78602

CONSTRUCTION CONTRACT

Date: 10/20/2023

Amount: \$1,046,788.73

Description (Name and Location):

Bastrop Financial Way Project

BOND

Date (Not earlier than Construction Contract Date): (10/20/2023)

Amount: \$1,046,788.73

Modifications to this Bond: ☒ None ☐ See Page 2

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

304 Construction LLC

SURETY


Company:

(Corporate Seal)

Old Republic Surety

Signature: 

Name and Title: Wayne Meuth

Signature: 

Name and Title: Clinton Roberts

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

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

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

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

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims; demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

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

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

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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

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

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

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

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice/hereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

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

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

6.2 Pay or arrange for payment of any undisputed amounts.

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

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

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this

Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

15 DEFINITIONS

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

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

304 Construction LLC

(Corporate Seal)

Signature

Name and Title: Wayne Meuth

Address: 1083 FM 812, Suite I-9 Cedar Creek, TX 78602

SURETY

Company:

OLD REPUBLIC SURETY COMPANY

(Corporate Seal)

Signature

Name and Title: Clinton Roberts

Address: 117 White Oak St, Lockhart, TX 78644

IMPORTANT NOTICE

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1-(800) 527-9834

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**PO Box 569480
Dallas, TX 75356-9480**

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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.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KENNETH SCHAWKE, CLINTON R. ROBERTS, OF LOCKHART, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16TH day of MARCH, 2023.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 16TH day of MARCH, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2026

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5460



Signed and sealed at the City of Brookfield, WI this 15th day of September, 2023.

Karen J. Haffner

Assistant Secretary

THE INSURANCE TEAM

Substitution Request Form

| SECTION # | PARA # | SPECIFIED PRODUCT | PROPOSED SUBSTITUTION | |
|-----------|--------|----------------------------------------------------------------------|-----------------------|----------|
| A. | | Does specified product exceed, in any respect proposed substitution? | <u>Y</u> | <u>N</u> |
| B. | | Does substitution affect dimensions shown on Plans? | <u>Y</u> | <u>N</u> |
| C. | | Does substitution affect other trades more than original product? | <u>Y</u> | <u>N</u> |
| D. | | Does warranty differ from that specified? | <u>Y</u> | <u>N</u> |
| E. | | Does substitution affect cost to OWNER? | <u>Y</u> | <u>N</u> |
| F. | | Does substitution result in any license fee or royalty? | <u>Y</u> | <u>N</u> |

If you indicated "Yes" to any of the items above, attach thorough explanation on your Company letterhead, as follows:

1. Explain any differences between proposed substitution and specified product.
2. Summarize experience with product and manufacturer in Project area.
3. Attach complete technical data and literature.

The undersigned states that the function, appearance, and quality of the proposed substitution is equivalent or superior to the specified item, and that all information above and attached is true and correct.

For use by ENGINEER

Submitted by: _____

Position: _____ .

Company: _____ .

Address: _____ .

_____ .

_____ .

Date: _____ .

Telephone: _____ .

Signature: _____

**Section 00 6520
Sworn Statement**

STATE OF TEXAS

COUNTY OF

BASTROP

Wayne Meuth being duly sworn, deposes and says: That 304 Construction, LLC is the CONTRACTOR for an improvement to the following described real property situated in Bastrop County, Texas described as follows:

Bastrop Business and Industrial Park - Property ID 79971)

That the following is a statement of each Subcontractor and Supplier and laborer, for which the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the CONTRACTOR has subcontracted for performance under the Contract with the OWNER or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

| Name of Subcontractor, Supplier, or Laborer | Type of Improvement Furnished | Total Contract Price | Amount Already Paid | Amount Currently Owing | Balance to Complete (optional) | Amount of Laborer Wages Due but Unpaid | Amount of laborer fringe benefits and withholdings due but unpaid |
|---------------------------------------------|-------------------------------|----------------------|---------------------|------------------------|--------------------------------|----------------------------------------|-------------------------------------------------------------------|
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| TOTALS: | | | | | | | |


(Some columns are not applicable to all persons listed)

(Continued)

That the CONTRACTOR has not procured material from, or subcontracted with, any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

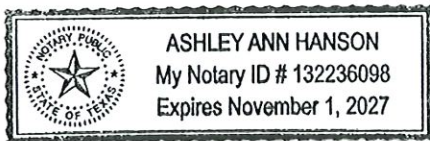
Deponent further says that he or she makes the foregoing statement as the CONTRACTOR for the purpose of representing to the OWNER or lessee of the property described on the reverse side premises and his or her agents that the property described on the reverse side is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth on the reverse side and except for claims of construction liens by laborers which may be provided pursuant to Chapter 2253 of the Texas Government Code.

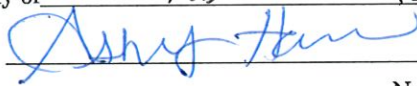
WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY DESCRIBED ON THE REVERSE SIDE MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.


(Deponent)

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE.

Subscribed and sworn to before me this 24 day of October, 2023.




Notary Public
Bastrop County, Texas
My Commission Expires 11-01-27

INSTRUCTIONS

1. A Sworn Statement in the preceding form must be provided before any CONTRACTOR or Subcontractor can file a Complaint, Cross-Claim, or Counter-Claim to enforce a construction lien.
2. An OWNER or lessee may withhold payment to a CONTRACTOR or Subcontractor who has not provided a Sworn Statement. An OWNER or lessee may withhold from a CONTRACTOR or Subcontractor who has provided a Sworn Statement in the amount sufficient to pay all sums shown on the statement as owing Subcontractors, Suppliers, and laborers, or the amount shown to be due to lien claimants who have provided Notices of Furnishing pursuant to Chapter 2253 of the Texas Government Code.
3. An OWNER or lessee may not rely on a Sworn Statement to avoid a lien claim unless the lien claimant has provided the OWNER or lessee with a Notice of Furnishing pursuant to Chapter 2253 of the Texas Government Code.
4. If the Contract provides for payments by the OWNER to the general contractor, if any, in the normal course of construction, but the OWNER elects to pay lien claimants directly, the first time the OWNER elects to make payment directly to a lien claimant he or she shall provide at least 5 business days' notice to the general contractor of the intention to make direct payment. Subsequent direct disbursements to lien claimants need not be preceded by the 5-day notice provided in this section unless the OWNER first returns to the practice of paying all sums to the general contractor.

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General Conditions

Article 1 -- Definitions

1.01 Defined Terms

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

Addenda -- Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents.

Application and Certificate for Payment
The form included in the Contract Documents which is to be used by CONTRACTOR in requesting progress or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Asbestos -- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Bid -- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidding Requirements -- The Advertisement for Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Proposal, Legal Status of Bidder, Bid Bond, and any other documents identified in the Proposal, to be submitted with the Bid.

Bonds -- Bid, Performance and Payment bonds and other instruments of security.

Change Order -- A written order to the CONTRACTOR signed by the OWNER and the ENGINEER, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Price or the Contract Time. The Contract Price and Contract Time may be changed only by Change Order. A Change Order signed by the CONTRACTOR indicates his Contract therewith, including the adjustment in the Contract Price or Contract Time.

Construction Change Requisition -- A written directive issued by the ENGINEER which clarifies or interprets the Contract Documents or requests a change in the Work and may initiate a Work Order and/or Change Order. In no circumstances shall a Construction Change Requisition be construed as an order to proceed with the Work.

Contract -- The written Contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Contract and made a part thereof as provided therein.

Contract Documents -- The Bidding Requirements, Contract, Performance and other Bonds, Notice of Award, Notice to Proceed, Contract Forms, Conditions of the Contract, Specifications, Plans, Addenda, Documentation submitted by CONTRACTOR prior to Notice of Award and any Written Amendments, including Change Orders, Work Orders or Construction Change Requisitions duly delivered after execution of Contract.

Contract Price -- The monies or other considerations payable by OWNER to CONTRACTOR for completion of acceptable Work in accordance with the Contract Documents as stated in the Contract.

Contract Time -- The number of days or the date stated in the Contract: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.11.

CONTRACTOR -- The person, firm or corporation with whom OWNER has entered into the Contract.

Day -- A calendar day of 24 hours measured from midnight to the next midnight.

Defective -- An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does

not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

Drawings--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other Contractor submittals are not Drawings as so defined.

Effective Date of Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER -- The person, firm, or corporation identified in the Supplemental Instructions to Bidders.

Field Order -- A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraphs 9.04 and 9.05 but which does not involve a change in the Contract Price or the Contract Time.

Final Completion - After CONTRACTOR has completed all work and such corrections to the satisfaction of OWNER and ENGINEER.

General Requirements -- Specification Sections in Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations -- Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Milestone -- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of the Work.

Notice of Award -- The written notice by OWNER to the apparent successful Bidder stating that, upon compliance by the apparent

successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Contract.

Notice to Proceed -- A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.

OWNER -- The public body or authority, public agency, corporation, limited liability company, association, partnership, or individual with whom CONTRACTOR has entered into the Contract and for whom the Work is to be provided and as identified in the Supplemental Instructions to Bidders.

Partial Utilization -- Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

Plans -- The Drawings which show the extent, character and Scope of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by the ENGINEER or OWNER.

Project -- The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

Project Manual -- The volume assembled for the Project which includes: Procurement and Contracting Requirements, Contract Forms, Conditions of the Contract, and Specifications.

Proposal -- The offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Radioactive Material -- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 as amended.

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

Samples -- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and

which establish the standards by which such portion of the Work will be judged.

Shop Drawings -- All drawings, diagrams, illustrations, schedules and other data or information required by the Contract Documents which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications -- Contract Documents which consist of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor -- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion -- The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by his definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.11. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

Supplemental General Conditions -- The part of the Contract Documents which amends or supplements these General Conditions.

Supplemental Instructions to Bidders -- The part of the Contract Documents which amends or supplements the Instructions to Bidders.

Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor

having a direct contract with CONTRACTOR, or with any Subcontractor, or with OWNER, to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

Underground Facilities -- All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work -- Work to be paid for on the basis of unit prices.

Work -- The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

Work Order -- A written directive to CONTRACTOR, issued on or after the Effective Date of the Contract and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.03 or to emergencies under paragraph 6.18. A Work Order will not change the Contract Price or Contract Time but is evidence that the parties expect that the change directed or documented by a Work Order will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.01.

Written Amendment -- (a) A written amendment of the Contract Documents signed by OWNER and CONTRACTOR (b) a Change Order, or (c) a Field Order. A Written

Amendment may only be issued after the effective date of the Contract and normally deals with non-engineering or non-technical rather than strictly construction related aspects of the Contract Documents.

1.02 Terminology

The following words, terms, or phrases are not defined but, when used in the Contract Documents, have the following meaning:

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the technical requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

Article 2 -- Preliminary Matters

2.01 Delivery of Bonds and Insurance

When CONTRACTOR delivers the executed Contracts to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and Insurance Certificates and other evidence of Insurance requested as CONTRACTOR may be required to furnish in accordance with Article 5.

2.02 Copies of Documents

OWNER shall furnish to CONTRACTOR up to five (5) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.03 Commencement of Contract Time; Notice to Proceed

Time is of the essence in the performance of the Work. The Contract Time will commence to run on the 30th day after the effective date of the Contract, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the effective date of the

Contract. In no event will the Contract Time commence to run later than the thirtieth day after the effective date of the Contract. All time limits stated in the Contract Documents are of the essence of the Contract.

2.04 Starting the Project

CONTRACTOR shall start to perform the Work within ten (30) days of when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run. The CONTRACTOR shall notify the ENGINEER at least three (3) working days in advance of the time he intends to start Work.

2.05 Preconstruction Meeting

Prior to the delivery of materials or the start of any construction, the CONTRACTOR shall request a Preconstruction Meeting from the ENGINEER. A minimum of seven (7) full calendar days' notice shall be required.

Prior to the scheduling of the Preconstruction Meeting, the CONTRACTOR shall submit to ENGINEER for review:

A. A preliminary progress schedule indicating the starting and completion dates of the various stages of the Work, including any Milestones specified in the Contract Documents;

B. A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

C. An estimated monthly payment schedule, and a preliminary schedule of values for all of the Work.

The Preconstruction Meeting will be held for review and acceptance of the schedules, to establish procedures for handling Shop Drawings and other submittals, for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

Article 3 -- Contract Documents Intent and Reuse

3.01 Intent

The Contract Documents comprise the entire Contract between OWNER and CONTRACTOR concerning the Work and supersede all prior representations and/or negotiations. They may be altered only by a Written Amendment.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be governed by the Laws and Regulations of the place of the Project.

3.02 Reference to Standards and Specifications of Technical Societies

Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, or Laws or Regulations in effect at the time of opening of Bids or, on the effective date of the Contract if there were no Bids, except as may be otherwise specifically stated in the Contract Documents.

It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be furnished and performed whether or not it is specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations shall be issued by ENGINEER as provided in paragraph 9.04.

No provision of any standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents,

or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.10 or any other provision of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby.

If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.18). However, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement issued by one of the methods indicated in paragraph 3.05, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and;

(i) the provisions of any standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

(ii) the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Order of Precedence

In resolving conflicts, errors or discrepancies between Plans and Specifications, CONTRACTOR is to assume the greater cost of the discrepancies will govern.

3.05 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

(i) a formal Written Amendment,

(ii) a Change Order (pursuant to paragraph 10.03), or

(iii) a Work Order (pursuant to paragraph 10.01)

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

(i) a Field Order (pursuant to paragraph 9.05),

(ii) ENGINEER's review of a Shop Drawing or Sample (pursuant to paragraph 6.21), or

(iii) ENGINEER's Written interpretation or clarification (pursuant to paragraph 9.04).

3.06 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, Supplier, distributor, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER

- (i) shall have or acquire any title to or ownership rights in any of the Plans, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and
- (ii) they shall not reuse any of such Plans, Specification, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

3.07 Electronic Data

Copies of data furnished by OWNER or ENGINEER to CONTRACTOR or CONTRACTOR to OWNER or ENGINEER that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

Article 4 - Availability of Lands; Subsurface and Physical Conditions; Reference Points

4.01 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents and not later than the established Work Starting Date, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless otherwise provided in the Contract Documents.

4.02 Physical Conditions - Investigations and Reports

Reference is made to the Supplemental General Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

The locations of utilities or other physical conditions relating to existing surface or subsurface structures at or contiguous to the site as shown on the Plans are taken from drawings from sources believed to be reliable. However, Contractor shall not rely on the Plans. Neither the OWNER nor the ENGINEER will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.

CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and

drawings are not Contract Documents. Except for such reliance on such "technical data", CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

- (i) the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or
- (ii) other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or
- (iii) any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

The cost of all the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for:

- (i) reviewing and checking all such information and data,
- (ii) locating all Underground Facilities during construction,
- (iii) coordination of the Work with the owners of such Underground Facilities, and
- (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.15 and repairing any damage thereto resulting from the Work.

4.03 Unforeseen Physical Conditions

If CONTRACTOR discovers one or both of the following physical conditions of surface or subsurface at the Project or improvement site, before disturbing the physical condition, the CONTRACTOR shall promptly notify OWNER and ENGINEER of the physical condition in writing:

- (i) A subsurface or a latent physical condition at the site differing materially from those indicated in the Contract Documents, or
- (ii) An unknown physical condition at the

site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the improvement project.

Upon receiving notice thereof, OWNER, through ENGINEER, shall promptly investigate the physical condition. If OWNER, through ENGINEER, determines that the physical conditions do materially differ and will cause an increase or decrease in cost or additional time needed to perform the Contract, such determination shall be made in writing and an equitable adjustment shall be made and the Contract Documents modified in writing accordingly. CONTRACTOR shall not be entitled to claim for additional costs or time because of a physical condition unless CONTRACTOR has complied with the notice requirements of this provision. CONTRACTOR shall not be entitled to claim an adjustment under the Contract Documents after CONTRACTOR has received final payment under the Contract.

4.04 Reference Points

OWNER shall provide engineering surveys for construction to establish property corners, monuments, benchmarks and similar reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for the preservation of established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Reference points destroyed by negligence of CONTRACTOR will be replaced by OWNER at the expense of CONTRACTOR. Construction Staking will be furnished by OWNER as provided in Division 01 of the Specifications.

4.05 Asbestos, PCB's, Petroleum, Hazardous Waste or Radioactive Material

OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in

Plans or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

Upon discovering any such material, CONTRACTOR shall immediately:

- (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in emergency as required by paragraph 6.18), and
- (ii) notify OWNER and ENGINEER (and thereafter promptly confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any.

CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice:

- (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or
- (ii) specifying any special conditions under which such Work may be resumed safely.

If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Terms as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in paragraph 10.05.

If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in

such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

The provisions of paragraph 4.03 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

Article 5 -- Bonds and Insurance

5.01 Performance and Other Bonds

CONTRACTOR shall furnish performance and payment Bonds, on the form included in the Contract Documents, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until Two (2) year after the date when final payment becomes due, except as otherwise provided by Laws and Regulations or as specified in the Bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplemental General Conditions.

All Bonds shall be in the forms prescribed by the Contract Documents and be executed by such Sureties as

- (i) are licensed to conduct business in the state where the Project is located, and

- (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch.

All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

If the Surety on any Bond furnished by CONTRACTOR is declared as bankrupt or becomes insolvent or its right to do business is

terminated in any state where any part of the Project is located or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.01, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

5.02 Licensed Insurers and Sureties

All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required.

5.03 Insurance

The CONTRACTOR shall purchase and maintain during the term of the project such insurance as will protect him, the OWNER(s) and the ENGINEER(s) from claims arising out of the Work described in this Contract and performed by the CONTRACTOR, Subcontractor(s) or Sub-subcontractor(s) consisting of:

- A. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which Work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which Work on this Project is performed are acceptable.
- B. An occurrence forms Commercial General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, plus appropriate endorsements to protect OWNER, and ENGINEER against claims, demands, and lawsuits from employees of the CONTRACTOR and Subcontractors, including the following exposures:

- (a) All premises and operations.
- (b) Explosion, collapse and underground damage.

(c) CONTRACTOR's Protective coverage for independent contractors or Subcontractors employed by him.

(d) Broad form blanket, contractual liability for the obligation assumed in the Indemnification or Hold Harmless Contract found in the General Conditions or Supplementary General Conditions of this Contract.

(e) The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.

(f) Products and Completed Operations coverage. This coverage shall extend through the Contract guarantee period.

(g) Broad form property damage.

(h) Cross liability endorsement.

- C. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. The Comprehensive General Liability and the Comprehensive Auto Liability shall be written by the same insurance carrier, though not necessarily in one policy.
- D. The CONTRACTOR shall purchase for the OWNER an OWNER's Protective Liability policy to protect the OWNER, the ENGINEER, their consultants, agents, employees and such public corporations in whose jurisdiction the Work is located for their liability for Work performed by the CONTRACTOR, the Subcontractor(s) or the Sub-subcontractor(s) under this Contract.
- E. When a limit of liability is identified in the Supplemental General Conditions, the CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the Project for the full cost of replacement as of the time of any loss which shall include, as named insureds,
 - (a) the CONTRACTOR,

(b) all Subcontractors,

(c) all Sub-subcontractors,

(d) the OWNER, and the ENGINEER(s) or Architect(s), as their respective interests may prove to be at the time of loss,

covering insurable property, which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s).

Coverage shall be affected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, flood and earthquake, with removal of passive design error exclusion. Except as may otherwise be required by the OWNER, the CONTRACTOR may arrange for such deductibles as it deems to be within its ability to self-assume, but it will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with the OWNER and the CONTRACTOR and paid to the OWNER and CONTRACTOR as Trustee for the other insureds.

F. Umbrella or Excess Liability

The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's General Liability and to his Automobile Liability Insurance and shall be written on an occurrence basis.

G. Railroad Protective Liability

Where any of the Work is within a railroad right-of-way or where a limit of liability is identified in the Supplemental General Conditions, the CONTRACTOR will provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which Work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(ies) involved. See the Supplemental

General Conditions for limits and coverage requested.

5.04 Limits of Liability

The required limits of liability for insurance coverages required in paragraphs 5.03 shall be not less than those specified in the Supplemental General Conditions.

5.05 Notice of Cancellation or Intent Not to Renew

Policies will be endorsed to provide that at least 30 days written notice shall be given to the OWNER and to the ENGINEER of cancellation, intent not to renew, or material modification of the coverage.

5.06 Evidence of Coverage

Prior to commencement of the Work, the CONTRACTOR shall furnish to the OWNER and ENGINEER, Certificates of Insurance in force on the OWNER's Form of Certificate provided in the Contract Documents. Other forms of Certificate are acceptable only if:

(1) they include all of the items prescribed in the OWNER's Form of Certificate, including Contract to cancellation provisions outlined in paragraph 5.05 above and

(2) they have approval of the OWNER and the ENGINEER.

Prior to the commencement of the Work, the CONTRACTOR shall furnish to the OWNER complete "originally signed" copies of the OWNER's Protective Liability Policy. The number of copies shall be the same as the number of counterparts of the Contract. The OWNER reserves the right to request complete copies of other policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated.

5.07 Qualification of Insurers

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the state in which the Project is located and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B+ will be acceptable only upon written consent of the

OWNER.

5.08 Damage Claims - Acknowledgment and Reports

The CONTRACTOR shall furnish to the OWNER an acknowledgment receipt from the insurance carrier for each damage claim against the Project. The receipt shall include the insurance carrier's assigned claim number.

Upon request, the CONTRACTOR or its insurance carrier shall also furnish to the OWNER a status report on all damage claims. This report shall include inspections made, the disposition of claims, and what action has been taken towards settlement of each claim.

Failure of the CONTRACTOR to comply with the paragraph above may result in the amount of such damage claims being withheld from the CONTRACTOR's monthly pay estimate. Such withholding shall be reimbursed in the monthly pay estimate following compliance with this paragraph.

5.09 Cost of Insurance

The unit cost of the insurance herein specified will not be a specific bid item, but the cost of such insurance will be included by the CONTRACTOR in the various unit prices bid.

5.10 Waiver of Rights

OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.03 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplemental General Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's

Consultants and any other persons or entities identified in the Supplemental General Conditions to be listed as insureds or additional insureds under such policies for loss and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11 Receipt and Application of Insurance Proceeds

Any insured loss under the policies of insurance required by paragraph 5.03.E will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. If no other special Contract is reached the damaged Work shall be repaired or replaced, the monies so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

OWNER as fiduciary shall have power to adjust and settle any loss under the policies required by paragraph 5.03.E with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such Contract as the parties in interest may reach. If no such Contract among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers.

Article 6 -- CONTRACTOR's Responsibilities

6.01 Supervision and Superintendence

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents to OWNER'S sole satisfaction.

CONTRACTOR shall keep on the Work at all times during its progress a competent superintendent, who

shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. Any changes to the construction PM or superintendent must be communicated in writing to the City Engineer with 2 days notice and a resume must be submitted to the City. Any superintendent or foreman who neglects to have Work done in accordance with the Plans and Specifications shall be removed from the Project. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

6.02 Labor and Working Hours
CONTRACTOR shall provide competent, suitably qualified personnel in their various duties.

CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons, the Work, property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours (7:00 a.m. to 7:00 p.m.), and CONTRACTOR will not permit the performance of Work on Sunday or any legal holiday without OWNER's written consent given after prior written notice to OWNER Two (2) days in advance.

6.03 Services, Materials and Equipment
Unless otherwise specified in Section 01 1100, Summary of Work, CONTRACTOR shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence, (including reports of required tests) as to the kind and quality of materials and equipment to be incorporated in the Work. The CONTRACTOR

shall not use material in the Work until the necessary sampling and testing has been performed. All materials which do not meet the requirements of the Specifications at the time they are to be used will be rejected, and unless otherwise permitted by the ENGINEER, shall be plainly marked and removed immediately from the Work.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

6.04 Substitutes and "Or-Equals"
Whenever an item of materials or equipment is specified or described in the Contract Documents for installation in the Work by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words indicating that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by ENGINEER under the following circumstances:

- A. "Or-Equal": If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.
- B. Substitute Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.04.A, it will be considered a proposed substitute item.

CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of

material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following, as supplemented in the General Requirements, and as Engineer may decide is appropriate under the circumstances. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

If CONTRACTOR wishes to furnish or use a substitute item of material or equipment CONTRACTOR shall make written application to ENGINEER on the Substitution Request Form provided for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the proposed substitute for use in the Work will require a change in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense. ENGINEER will be the sole judge of acceptability, and no "or-equal" or substitute shall be ordered, installed or utilized without ENGINEER's prior written acceptance. OWNER may require

CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute.

ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating any proposed substitute and in making any changes in the Contract Documents.

6.05 Concerning Subcontractors

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organizations, including those who are to furnish the principal items of materials or equipment, whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. The CONTRACTOR shall furnish the ENGINEER a complete list of any Subcontractor, Supplier or other person or organization furnishing principal items of material or equipment prior to the preconstruction meeting. Failure to object to any Subcontractor, Supplier, other person or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, Supplier, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection. The CONTRACTOR shall not award Work to Subcontractor(s), in excess of 50% of the Contract Price, without prior written approval of the OWNER.

CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors, Suppliers and of persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as

CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, Supplier or other person or organization. OWNER or ENGINEER may furnish to any Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

The CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

If the amount of the subcontract or the nature of the Work to be performed thereunder warrants, the OWNER may require the Subcontractor to furnish, for the benefit of the CONTRACTOR, Bonds in an amount proportioned to the amount of his subcontract, and for the same purpose and under the same specifications as those of the general contract. The Surety on the general contract shall not be eligible to furnish such Subcontract Bonds.

All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate Contract between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such Contract is with a Subcontractor or Supplier who is listed as and additional insured on the property insurance provided in paragraph 5.03.E, the Contract between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by,

arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same. The CONTRACTOR shall file a true copy of such Contract with the OWNER.

6.06 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, costs, losses, damages and expenses arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.07 Permits and Licenses

CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges, permit, review, and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Contract. CONTRACTOR shall pay all charges of utility owners for connections to the Work.

6.08 Laws and Regulations CONTRACTOR

shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to furnishing and performance of the Work. Neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws, ordinances, rules, and Regulations.

If CONTRACTOR performs any Work that is contrary to such laws, ordinances, rules and regulations, CONTRACTOR shall bear all claims, costs, losses, damages and expenses caused by, arising out of, or resulting therefrom. However, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Plans are in accordance with such laws, ordinances, rules, and regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

6.09 Taxes

The Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the work. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.10 Use of Premises

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof or of any adjacent land or areas resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with any such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR's continuing obligations under paragraph 6.24 shall be applicable to any claim hereunder.

6.11 Removal of Debris and Cleaning

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to their original condition all property not designated for alteration by the Contract Documents. If the CONTRACTOR shall fail to keep the above noted areas cleaned of dust or debris resulting from his operations, he shall be so notified in writing by the ENGINEER. If within 24 hours after receipt of such notice the CONTRACTOR shall fail to clean such areas satisfactorily, the OWNER may have such other agency as it shall designate, perform the work and all costs of such cleaning shall be paid for by the CONTRACTOR.

6.12 Loading Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.13 Protection of Utilities

When it is possible for construction operations to endanger any public or private utility, conduit, or structure, the CONTRACTOR shall notify the utility owner of this possibility, and safeguard and support such utilities, conduits, or structures. Where it is the policy of any utility owner to make its own repairs to damaged conduit or other structures, the CONTRACTOR shall cooperate to the fullest extent with the utility, and he shall see that his operations interfere as little as possible with these operations, and the CONTRACTOR shall assume the cost of any charge against the OWNER therefor. In cases where existing sewers, drains, gas, electric, telephone, cable TV and water service connections are encountered, the CONTRACTOR shall perform its operations in such a manner that service will be uninterrupted, and the cost thereof shall be at the CONTRACTOR's expense, unless otherwise provided.

6.14 Record Documents

CONTRACTOR shall maintain in a safe place at

the site one (1) record copy of all Specifications, Plans, Addenda, Written Amendments, Change Orders, Work Orders, Construction Change Requisitions, and Field Orders, in good order and annotated to show all changes made during construction. These record documents together with all Samples and all Shop Drawings shall be available to ENGINEER for examination and shall be delivered to ENGINEER for OWNER upon completion of the Work.

6.15 Safety and Protection

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

(1) all persons on the Work site or who may be affected by the Work.

(2) all the Work and materials or equipment to be incorporated therein, whether in storage on or off the site, and

(3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them.

The CONTRACTOR shall restore, at his own expense, any public or private property damaged or injured in consequence of any act or omission on his part, or on the part of his employees or agents, to a condition equal or better than that existing before such injury or damage was done. If the CONTRACTOR neglects to restore or make good such damages or injury the OWNER may upon 48

hours' notice, proceed to restore or make good such damage or injury and to order the cost thereof deducted from any monies that are due or may become due the CONTRACTOR for this Work.

CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.11 that the Work is Acceptable.

6.16 Safety Representative

CONTRACTOR shall be responsible to designate for itself and its employees, and its subcontractors a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.17 Hazard Communication Program

CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with applicable Laws or Regulations.

6.18 Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Order or Change Order will be issued to document the consequences of such action.

6.19 Shop Drawings and Samples

CONTRACTOR shall submit Shop Drawings required by the Contract Documents to ENGINEER for review, in accordance with an accepted schedule. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General

Requirements. The data shown on the Shop

Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.21.

CONTRACTOR shall also submit all samples required by the Contract Documents to ENGINEER for review in accordance with an accepted schedule. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, the use for which intended, and other data as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.21. The number of each sample to be submitted will be as specified in the Specifications.

6.20 Submittal Procedures

Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- (i) all field measurements, quantities, dimension, specified performance criteria, installation requirements, manufacturer's recommendations, material, catalog numbers and similar information with respect thereto,
- (ii) all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and
- (iii) all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied

CONTRACTOR's obligations under the Contract Documents with respect to review and approval of that submittal.

At the time of each submission, CONTRACTOR shall notify ENGINEER in writing of any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to ENGINEER for review and approval of each such variation.

6.21 ENGINEER's Review

ENGINEER will promptly review Shop Drawings and Samples in accordance with the schedule of Shop Drawing and Sample submittals accepted by ENGINEER as required by paragraph 2.05. ENGINEER's review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions.

CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. CONTRACTOR shall notify ENGINEER in writing of revisions other than the corrections called for by ENGINEER on previous submittals. ENGINEER's costs for review of any Shop Drawing after the same Shop Drawing has been rejected twice or more shall be paid for by the CONTRACTOR.

CONTRACTOR's stamp of approval on any Shop Drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, manufacturer's recommendations, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

ENGINEER's review of Shop Drawings or samples shall not relieve CONTRACTOR from

responsibility for any variations from the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such variation at the time of submission and ENGINEER has given written concurrence to the specific variation, nor shall any concurrence by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings. ENGINEER's review shall not relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.20.

Where a Shop Drawing or sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER per paragraph 2.05, no related Work shall be commenced until the submittal has been reviewed by the ENGINEER.

6.22 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.

6.23 CONTRACTOR's General Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee excludes defects or damage caused by:

- (i) abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or their employees, agents, or representatives, or any person or entity for whom CONTRACTOR is responsible; or
- (ii) normal wear and tear under normal usage.

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's

obligation to perform the Work in accordance with the Contract Documents:

- (i) observations by ENGINEER;
- (ii) recommendation of any progress or final payment by ENGINEER;
- (iii) the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- (iv) use or occupancy of any part of the Work by OWNER;
- (v) any acceptance by OWNER or failure to do so.
- (vi) any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER per paragraph 14.11;
- (vii) any inspection, test or approval by others; or
- (viii) any correction of defective Work by OWNER.

6.24 Indemnification

The CONTRACTOR shall indemnify, defend, and save and hold harmless the OWNER, and the ENGINEER, their consultants, agents, officers, directors and employees (the "Indemnified Parties"), from and against all claims, costs, losses, damages and expenses by reason of any liability asserted or imposed upon any one or more of the Indemnified Parties for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Work, whether such injuries to persons or damage to property are due, or claimed to be due, to the negligence of the CONTRACTOR, his Subcontractors, or any one or more of the Indemnified Parties, except this indemnification shall not extend to any Indemnified Party if such injury or damage shall be occasioned by the sole negligence of such Indemnified Party.

In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative

of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.24 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under worker's compensation acts, disability benefit acts, or other employee benefit acts.

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

Article 7 -- Work by Others

7.01 Related Work at Site

OWNER may perform additional Work related to the Project by itself, or have additional Work performed by a utility owner, or let other direct contracts therefor which shall contain General Conditions similar to these.

If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner, CONTRACTOR shall inspect and promptly report to ENGINEER in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

CONTRACTOR shall afford each contractor who is party to such a direct contract, and each utility owner, (and OWNER, if OWNER is performing the additional work with OWNER's employees), proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and

patching of his Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. If the performance of additional work by other contractors or utility owner or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in paragraph 10.05. Claims for delay or inconveniences due to operations of such other parties for work noted in the Contract Documents will not be allowed.

Article 8 -- OWNER's Responsibilities

8.01 Communication to CONTRACTOR
Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through CITY's ENGINEER department., Inspector and OWNER's representatives.

8.02 Replacement of ENGINEER

In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 Furnishing Data

OWNER shall furnish the data required of OWNER under the Contract Documents promptly.

8.04 Pay When Due

OWNER shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.04 and 14.11.

8.05 Lands and Easements; Reports and Tests

OWNER's duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth

in paragraphs 4.01 and 4.04. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site.

8.06 Insurance

OWNER's responsibilities in respect of purchasing and maintaining insurance are set forth below:

(1) The OWNER shall assume responsibility for such boiler and machinery insurance as may be required or considered to be necessary by the OWNER in the course of construction, testing or after completion.

(2) The OWNER shall assume responsibility for such insurance as will protect the OWNER against any loss of use of the OWNER's property due to those perils insured pursuant to paragraph 8.06(1).

8.07 Change Orders

In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.03) is obligated to execute Change Orders.

8.08 Inspections, Tests, and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.03.

8.09 Limitation on OWNER's Responsibility

The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Materials

OWNER's responsibility in respect of undisclosed Asbestos, PCB's, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.05.

Article 9 -- ENGINEER's Status During Construction

9.01 OWNER's Representative ENGINEER
will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction shall be as set forth in the Contract Documents.

9.02 Visits to Site

ENGINEER may make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine solely for the benefit of the OWNER, in general, if the Work is proceeding in accordance with the Contract Documents. It will not be the responsibility of the ENGINEER to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

9.03 Owner's Project Representatives

OWNER will provide an inspector. OWNER's inspector will provide the routine inspections. ENGINEER will furnish a Resident Project Representative to assist OWNER, and Inspector in providing more continuous observation of the Work. A Resident Project Representative will act as directed by and under the supervision of OWNER and ENGINEER and will confer with OWNER and ENGINEER regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with ENGINEER and CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of CONTRACTOR. The Resident Project Representative's duties and responsibilities include:

(1) Schedules

Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR.

(2) Conferences

Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance.

(3) Liaison

Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the technical aspects of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

(4) Shop Drawings and Samples

Advise ENGINEER and CONTRACTOR or its superintendent immediately of the commencement of any Work requiring a Shop Drawing or Sample submission if the submission was identified on the schedule and has not been reviewed by ENGINEER.

(5) Review of Work, Rejection of Defective Work, Inspections, and Tests:

a. Conduct on-site observations of the Work and report to ENGINEER whenever he believes that technical aspects of any executed Work is unsatisfactory, faulty or defective or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes that any partially completed portion of the Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

b. Observe, record and report to ENGINEER appropriate details relative to test procedures and startups.

c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.

(6) Modifications

Consider CONTRACTOR's suggestions for modifications in Plans or Specifications and report them with recommendations to ENGINEER.

(7) Reports

Prepare periodic reports as required of progress of the Work and CONTRACTOR's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

(8) Completion

Verify that all items on final list of items requiring completion or correction have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

(9) Exceptions

Resident Project Representative:

a. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

b. Shall not approve or accept any portion of the completed Work.

c. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the Work.

d. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

e. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.

f. Shall not advise on or issue directions regarding CONTRACTOR's failure to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

9.04 Clarifications and Interpretations

ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.05 Authorized Variations in Work - Field Order

ENGINEER may authorize minor adjustments in the Work to avoid obstructions or interferences which do not involve an adjustment in the Contract Price or the Contract Time, and which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in Paragraph 10.05.

9.06 Rejecting Defective Work

ENGINEER and City will have authority to disapprove or reject completed portions of the Work which ENGINEER believes to be defective and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed or completed.

9.07 Shop Drawings, Change Orders, and Payments

ENGINEER's responsibility for Shop Drawings and samples are set forth in paragraphs 6.19 through 6.21 inclusive.

ENGINEER's responsibilities as to Change Orders are set forth in Articles 10, 11, and 12.

ENGINEER's responsibilities in respect of Applications for Payment are set forth in Article 14.

9.08 Determinations for Unit Price Work

ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as

modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of Paragraph 10.05.

9.09 Decisions on Disagreements, Claims

ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work performed thereunder. Claims, disputes and other matters relating to the acceptability of the Work, or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work, shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph.

ENGINEER will, with reasonable promptness, render a written decision on the issue referred. If OWNER or CONTRACTOR believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of ENGINEER's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.

ENGINEER's written decision on the issue referred will be final and binding on OWNER and CONTRACTOR, subject to the provisions of Paragraph 10.05.

In this capacity ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The provisions of paragraph 9.10 will govern ENGINEER's liability to CONTRACTOR under this paragraph.

9.10 Limitations on Engineer's Responsibilities

Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, Supplier, distributor, or any other person or to any surety for or employee or agent of any of them.

ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents. These limitations on authority and responsibility shall also apply to ENGINEER's Consultant's, Resident Project Representative and assistants.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, Suppliers, or of the agents or employees of any CONTRACTOR, Subcontractor, Supplier or of any other persons at the site or otherwise performing any of the Work.

ENGINEER will not be responsible to CONTRACTOR or any Subcontractors or Suppliers, or to their agents or employees for injuries, damages, claims, losses, or expenses (including attorney's fees) of whatsoever kind resulting from or caused by any act or omission of the ENGINEER in preparation for, arising from, relating to or concerning the Project. Such acts or omissions include, but are not limited to, ENGINEER's negligence, tortuous conduct, errors, omissions, strict liability, breach of contract, or breach of warranty. ENGINEER makes no representations to CONTRACTOR, Subcontractors, Suppliers or their agents or employees regarding or respecting any work performed by ENGINEER in preparation for, arising from, relating to or concerning the Project.

Neither the CONTRACTOR, its agents or employees, nor any Subcontractors or Suppliers or their agents or employees, are intended beneficiaries of the ENGINEER's agreement with the OWNER, nor are such parties intended beneficiaries of the ENGINEER's duties or responsibilities arising therefrom. ENGINEER disclaims all duties to CONTRACTOR, Subcontractors, Suppliers or their agents or

employees arising from, relating to or concerning the ENGINEER's involvement in the Project. OWNER and CONTRACTOR further agree to notify all CONTRACTOR's, Subcontractors or Suppliers of this disclaimer of ENGINEER's liability and require them to abide by this disclaimer.

Article 10 -- Changes in the Work; Claims

10.01 Authorized Changes in the Work

Without invalidating the Contract and without notice to any surety, OWNER may at any time or from time to time, order additions, deletions or revisions in the Work. These additions, deletions or revisions will be authorized by a Written Amendment, Change Order, or a Work Order. Upon receipt of any such document, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Time that should be allowed as a result of a Work Order, a claim may be made as provided in paragraph 10.05.

10.02 Unauthorized Changes in the Work

Additional Work performed without authorization will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.18 and except for uncovering Work as provided in paragraph 13.04.

10.03 Execution of Change Orders

Changes in the Work which are required by OWNER, or emergencies, or because of uncovering Work found not to be defective, or as provided in paragraphs 10.01, 11.02, 11.03, 13.08, or 13.09, or because of any other claim for a change in the Contract Time or the Contract Price which are agreed to by the parties shall be accomplished by means of a Change Order recommended by the ENGINEER and duly executed by the OWNER and CONTRACTOR.

10.04 Notification to Surety

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it shall be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

10.05 Claims

The rendering of a decision by ENGINEER with respect to any claim, dispute or other matter, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13, will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. Any claim, dispute, or other matter by CONTRACTOR shall additionally be subject to the provisions set forth in paragraph 9.10.

Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract within 15 days of the occurrence of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with written supporting data will be submitted to ENGINEER and the other party within 45 days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

ENGINEER will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or
3. notify the parties that the ENGINEER is unable to resolve the Claim if, in the ENGINEER's sole discretion, it would be inappropriate for the ENGINEER to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

In the event that ENGINEER does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

ENGINEER's action under Paragraph 10.05 will be final and binding upon OWNER and CONTRACTOR, , unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this paragraph 10.05.

Article 11 – Cost of the Work; Allowances; Unit Price Work

11.01 Cost of the Work

A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.01.B:

1. Payroll costs for employees in the direct employ of CONTRACTOR in the

performance of the Work. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.

3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, within its sole discretion and with the advice of ENGINEER, which bids if any, will be accepted.

4. Costs of special consultants including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants employed for services specifically related to the Work.

5. Supplemental costs including the following:

(a) The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

(b) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site, and hand tools not owned by the workmen, which are consumed in the performance of the

Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

(c) Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to equipment, used will be determined by use of the Rental Rate Blue Book for Construction Equipment, Volume 1, 2, or 3, as applicable; the edition which is current at the time the Work was started will apply. The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour."

For equipment not listed in the Rental Rate Blue Book, Volume 1, 2, or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.

For equipment for which there are no comparables in the Rental Rate Blue Book, Volume 1, 2, or 3, the monthly rate shall be reasonable, but not more than 5 percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which sum 20 percent will be added. The 20 percent includes adjustments and operating costs.

(d) Sales, consumer use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

(e) Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

(f) Losses and damages (and related expenses) to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.03), provided such losses and damages have resulted from causes other than the negligence, other tortuous conduct or breach of contract of CONTRACTOR, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 12.01.A.2.

(g) The cost of utilities, fuel, and sanitary facilities at the site.

(h) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

(i) Cost of premiums for additional bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts

established by OWNER in accordance with paragraph 5.03.

B. The term Cost of the Work shall not include any of the following:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals, general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR, whether at the site or in his principal or a branch office for general administration of the Work.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same except for additional Bonds and insurance required because of changes in the Work.

5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.01.A.

C. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.A.

D. Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and,

2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Proposal.

The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the

purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

Where the quantity of a major item of Work that is covered by a unit price differs by more than 25% from the quantity of such Work indicated in the Contract Documents, an adjustment in unit price shall be considered and if appropriate, a Change Order will be issued. A major item of Work is defined as any item whose total cost, determined by multiplying the original proposal quantity and the Contract Unit Price, is equal to or greater than 5 percent of the original total Contract Price.

Article 12 -- Change of Contract Price; Change of the Contract Times

12.01 Change of Contract Price

The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice by the party making the claim, to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05. Where a Change Order diminishes the quantity of Work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the Work that may be dispensed with.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- (1) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved subject to the provisions of paragraph 11.01.B.

(2) By a supplemental schedule of prices contained in the CONTRACTOR's original bid and incorporated in the Contract.

(3) By mutual acceptance of a lump sum or unit price proposal from the CONTRACTOR.

(4) If none of the above methods is agreed upon, the value shall be determined on the basis of the Cost of the Work and a percentage for overhead and profit. Cost of the Work shall be determined as provided in paragraphs 11.01.A and 11.01.B. The CONTRACTOR's fee shall be determined as provided in paragraph 12.01.A.

12.01.A CONTRACTOR's Fee

The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

(1) A mutually acceptable fixed fee; or if none can be agreed upon,

(2) a fee based on the following percentages of the various portions of the Cost of the Work:

(a) for costs incurred under paragraphs 11.01.A.2 and 11.01.A.1, the CONTRACTOR's Fee shall be 15%;

(b) for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's Fee shall be five

(5) percent; and if a Subcontract is on the basis of the Cost of the Work plus a fee, the maximum allowable to all Subcontractor(s) in total as a fee for overhead and profit shall be 15%; and,

(c) no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B.

(d) The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net

decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten (10) percent of the net decrease; and,

(e) when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.A.2.a through 12.01.A.2.d, inclusive.

12.02 Change of Contract Time

The Contract Time may only be changed by a Change Order. Any claim for an adjustment in the Contract Time shall be based on written notice submitted by the claimant and delivered to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

Where the CONTRACTOR is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of CONTRACTOR, the Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.01. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing work as contemplated by Article 7 or related to Force Majeure only Contract time extension may be allowed not Contract price. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Time due to any delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Time in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

OWNER, ENGINEER and the related entities of each of them shall not be liable to CONTRACTOR for any claims, costs, losses, damages or expenses sustained by CONTRACTOR on or in connection with any other project or anticipated project.

CONTRACTOR shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of CONTRACTOR.

12.04 All time limits stated in the Contract Documents are of the essence of the Contract.

Article 13 -- Tests and Inspection; Correction, Removal or Acceptance of Defective Work

13.01 Notice of Defects

Prompt notice of all defective work of which OWNER or ENGINEER have actual knowledge shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

13.02 Access to Work

OWNER, ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. CONTRACTOR shall coordinate and pay for all testing of materials unless otherwise stated. Testing is subsidiary to the bid item.

If any Law and Regulation, code, or order of any public body having jurisdiction requires any Work or part thereof to specifically be inspected, tested or approved, CONTRACTOR shall

assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.

CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a manufacturer, fabricator, Supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by Owner unless otherwise specified.

All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR or by ENGINEER if so specified. Cost of materials to be used in inspection and transportation costs shall be paid for by the CONTRACTOR.

Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

13.04 Uncovering Work

If any Work that is to be tested, inspected or approved is covered without written concurrence of ENGINEER, or contrary to the written request of ENGINEER, it shall, if requested by ENGINEER, be uncovered for ENGINEER's observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely written notice of his intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. Except as otherwise specified in paragraph 13.04, the cost of Work shall be paid for as follows:

(i) If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals) and an appropriate deductive Change Order shall be issued. If the parties are unable to agree as to the amount or extent of any change in Contract Price or Contract Time, OWNER may make a claim as provided in paragraph 10.05

(ii) If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction. If the parties are unable to agree as to the amount or extent of any change in Contract Price or Contract Time, CONTRACTOR may make a claim as provided in paragraph 10.05.

13.05 Owner May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

If required by ENGINEER, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall pay all claims, costs, losses, damages, and expenses caused by or resulting from such correction or removal (including, but not limited to all costs of repair or replacement of work of others).

13.07 Two Year Guarantee Period

If within two (2) year after the date of Substantial Completion (or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

(i) repair defective land or areas; or

(ii) correct such defective Work, or,

(iii) if the defective Work has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and

(iv) satisfactorily correct or repair or remove and replace any damage to other Work or the work of others or other land or areas resulting therefrom.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses, damages and expenses caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement or work of others) shall be paid by CONTRACTOR.

Repair or replacements made under the guarantee shall bear an additional one (1) year

guarantee dated from the acceptance of repair or replacement.

13.08 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses, damages, and expenses attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness). In such case, if acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate reduction in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

13.09 Owner May Correct Defective Work

The ENGINEER shall provide a written notice to the CONTRACTOR that state the nature of the default. If CONTRACTOR fails to cure within seven (7) calendar days from the date of the written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06, or if CONTRACTOR fails to perform the Work in accordance with the Contract documents (including requirements of the progress or completion schedule), OWNER will provide the CONTRACTOR written notice and a "reasonable time" to correct defective work discovered before substantial completion.

In exercising their rights under this article OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and

employees such access to the site as may be necessary to enable OWNER to exercise their rights under this paragraph.

All claims, costs, losses, damages and expenses incurred or sustained by OWNER in exercising such rights shall be charged against CONTRACTOR and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate reduction in the Contract Price. Such claims, costs, losses, damages, and expenses will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work.

CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

Article 14 -- Payments to CONTRACTOR and Completion

14.01 Schedules

At least ten (10) days prior to submitting the first Application for a progress payment, CONTRACTOR shall submit to ENGINEER a final schedule of Shop Drawing submission and where applicable a schedule of values of the Work. These schedules shall be satisfactory in form and substance to ENGINEER.

The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts. Each unit cost so established shall include its proportionate share of the CONTRACTOR's general operating charges such as profit, overhead, supervision, insurance, bond premiums, interest, equipment cost, depreciation and rental, contingencies, expendable tools, equipment and supplies. The total cost of the items and quantities the CONTRACTOR lists in the schedule of values shall equal the total Contract Price established in the Proposal.

The schedule of values shall include a complete set of detailed work sheets on bid take off and bid summary covering estimated general conditions expense (field overhead), general overhead, profit mark ups and revisions leading to the final bid amount.

When the schedule of values is approved by the ENGINEER, it shall become part of the Contract and shall be used as the basis for CONTRACTOR progress payments, and to establish unit prices at which extra work may be authorized or deducted from the original Contract.

Progress Payments based upon Unit Price Work will be based upon the number of units completed.

14.02 Application for Progress Payment At least ten (10) days before each progress payment (provided by the engineer) falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment, Contractor's Declaration, Payment Schedule, and updated Progress Schedules indicating the anticipated completion dates of the various stages of the Work and estimated payments during the next three (3) months. The Contractor's Application for Payment and Contractor's Declaration shall be filled out on the forms provided in the contract Documents and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. The Payment Schedule shall be on the form provided in the Contract Documents or in a format acceptable to the ENGINEER. On the second and all subsequent payments, partial waivers of lien and a sworn statement shall also be required for all Work completed and paid for on previous certificates.

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's

interest therein, including applicable insurance. A receipted vendor's invoice showing the quantities of materials and the amounts paid will be required.

Retainage with respect to progress payments will be in accordance with paragraph 14.03, and it will be retained until after completion of the entire Work and its final acceptance. When the amount to be retained is reduced to less than ten (10) percent, the CONTRACTOR shall file with the OWNER the written consent of the Surety to such reduction and shall furnish an affidavit that all his indebtedness by reason of the Contract has been paid.

14.03 Retainage

On projects where the total contract price at the time of execution of the Contract is less than \$300,000.00, the amount of retainage with respect to progress payments will be ten percent (10%) of the total amount of completed Work and properly stored materials on hand. On projects where the total contract price at the time of execution of the Contract is greater than or equal to \$300,000.00, the amount of retainage with respect to progress payments will be five percent (5%) of the total amount of completed Work and properly stored materials on hand. In addition to the amount retained above, the OWNER may retain additional amounts as set forth elsewhere in the Contract Documents.

After the Work is 100% in place, no additional retainage shall be withheld unless other specific cause relating to the CONTRACTOR'S performance. If such a determination is made, retentions may be withheld as determined by the CITY or ENGINEER.

When the above retainage provisions do not apply, retainage shall be ten (10) percent, or such part as the OWNER deems necessary, within its sole discretion.

14.04 Review of Applications for Progress Payment

ENGINEER will, within ten (10) days after receipt of each Contractor's Application for

Payment, Contractor's Declaration and Payment Schedule, either indicate in writing a recommendation of payment and present an Engineer's Certificate for Payment to the OWNER, or may return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's review of the Contractor's Application for Payment and Certificate for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief;

(i) the Work has progressed to the point indicated;

(ii) the quality of the Work is in accordance with the Contract Documents subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation; and

(iii) that CONTRACTOR is entitled to payment of the amount recommended.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that:

(i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or

(ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

Neither ENGINEER's review of CONTRACTOR's Work for the purpose of recommending payments nor ENGINEER's

recommendation of any payment, including final payment, will impose responsibility on ENGINEER:

(i) to supervise, direct or control the Work, or

(ii) for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

(iii) for the failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or

(iv) for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents or

(v) to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or

(vi) to determine that title to any Work, materials, or equipment has passed to OWNER free and clear of liens.

A. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations as stated above to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

(1) the Work is defective, or completed Work has been damaged requiring correction or replacement;

(2) the Contract Price has been reduced because of Change Orders

(3) OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.09;

(4) ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.

14.05 Payment Becomes Due

Thirty (30) days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.05.A) become due, within 15 days after OWNER receives the funds which are to be provided by a department or agency of the federal or state government, whichever is later and when due will be paid by OWNER to CONTRACTOR.

A. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

(a) claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

(b) Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

(c) there are other items entitling OWNER to a set-off against the amount recommended; or

(d) OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.04.A.1 through 14.04.A.3.

If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER will give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's sole satisfaction the reasons for such action.

If it is subsequently determined that OWNER's refusal of payment was not

justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.05.

14.06 Contractor's Warranty of Title
CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

14.07 Substantial Completion

When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to OWNER and ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR, and ENGINEER shall inspect the Work to determine the status of completion. CONTRACTOR shall provide OWNER a punch list of outstanding items within two (2) business days after substantial completion meeting is conducted.

If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

OWNER shall have 45 days after receipt of the certificate during which it may make written objection to ENGINEER and CONTRACTOR as to any provisions of the certificate or attached list. Such objection will be cause for the certificate of Substantial Completion to be null and void.

As a part of delivery of the certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance.

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list of items to be completed.

14.08 Partial Utilization

Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

(1) OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR shall certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion.

(a) If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving his reasons therefor.

(b) If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion for that part of the Work, attaching thereto a punch list of items to be completed or corrected before final payment.

Prior to issuing a certificate of Substantial Completion for that part of the Work, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security,

operation, safety, maintenance, utilities and insurance for that part of the Work, which shall become binding upon OWNER and CONTRACTOR at the time of issuing the definitive certificate of Substantial Completion for that part of the Work unless OWNER and CONTRACTOR shall have otherwise agreed in writing and so informed ENGINEER.

OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the punch list.

(2) In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is Substantially Complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.09 Final Inspection

Upon written notice from CONTRACTOR that the Work is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.10 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents and other documents--all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable, subject to the provisions of

paragraph 14.13, the project is considered Completed, CONTRACTOR may make application for final payment following the procedure for progress payments.

The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, consent of surety, if any, to final payment, together with complete and legally effective releases or waivers, satisfactory to OWNER, of all Liens arising out of or filed in connection with the Work.

In lieu of the releases or waivers of Lien, and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied.

If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

14.11 Final Payment and Acceptance

If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At that time ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13.

Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in

writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within 45 days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER. If the OWNER rejects the Application, he shall do so in writing stating the appropriate sections of the Contract Documents upon which the rejection is based. The CONTRACTOR may take the necessary remedial actions and resubmit the Application.

14.12 Final Completion Delayed

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, 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 to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.13 Waiver of Claims

The making and acceptance of final payment shall constitute:

- (1) a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.09 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights

in respect of CONTRACTOR's continuing obligations under the Contract Documents; and,

(2) a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14.14 Late Payments

All monies not paid when due hereunder, except monies involving Federal and/or State Loans or Grants or other sources which are delinquent because of no fault of the OWNER, shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 15 -- Suspension of Work and Termination

15.01 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period as it may deem necessary by notice in writing to CONTRACTOR and ENGINEER. If it should become necessary to stop work for an indefinite period, the CONTRACTOR shall store all materials in such manner that they will not become an obstruction, nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage by opening ditches and drains, and erect temporary structures where necessary. CONTRACTOR may request an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause
Upon the occurrence of any one or more of the following events:

(1) if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating;

(2) If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereinafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

(3) if CONTRACTOR makes a general assignment for the benefit of creditors;

(4) if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

(5) if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

(6) if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.05 as revised from time to time);

(7) if CONTRACTOR disregards Laws and Regulations of any public body having jurisdiction;

(8) if CONTRACTOR disregards the authority of ENGINEER; or,

(9) if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the Surety, if there be one) seven (7) days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of

all CONTRACTOR's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient.

In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, damages and expenses sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses, damages, and expenses exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, damages, and expenses incurred by OWNER will be reviewed as to reasonableness by ENGINEER and when so approved, incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, OWNER shall not be required to obtain the lowest price for the Work Performed.

Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights or remedies of OWNER against CONTRACTOR or its Surety then existing, or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 Termination for Convenience

Upon seven (7) days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

(1) for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

(2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

(3) for all claims, costs, losses, damages, and expenses incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

(4) for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

If ENGINEER has failed to act on an Application for Payment or OWNER has failed to pay CONTRACTOR any sum finally determined to be due in accordance with the time limits specified in paragraph 14.04, CONTRACTOR may upon seven (7) days' notice to OWNER and ENGINEER, stop the Work until payment of all amounts then due.

If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 90 days by OWNER or under an order of court or other public authority, then CONTRACTOR may, upon seven (7) days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03.

The provisions of this paragraph shall not relieve CONTRACTOR of his obligations under paragraph 6.22 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

Article 16 -- Miscellaneous

16.01 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at, or sent by registered or certified mail postage prepaid to, the last business address known to the giver of the notice.

16.02 Computation of Time

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

16.03 General

Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.03 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Law or Regulation, by special warranty or guarantee or by other provisions of the Contract Documents. The provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

All representations, warranties and guarantees made in the Contract Documents shall survive

final payment and termination or completion of this Contract.

16.04 Professional Fees and Court Costs Included

Whenever reference is made to "claims, costs, losses, damages and expenses," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

16.05 Nondiscrimination of Employment

The CONTRACTOR shall covenant not to discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly, or indirectly related to employment, because of his race, color, sex, age, religion, national origin or ancestry, height, weight, or marital status, or any other classification protected by law, and to require a similar covenant on the part of any Subcontractor employed in the performance of the Contract.

16.06 Post Completion Date Engineering and Inspection Costs

All engineering and inspection costs incurred after the specified completion date shall be paid by the CONTRACTOR to the OWNER prior to final payment authorization. However, the CONTRACTOR shall not be charged with any post completion date engineering and inspection costs when the delay in completion of the Work is due to the following and the CONTRACTOR has promptly given written notice of such delay to the OWNER or ENGINEER;

(1) to any preference, priority or allocation order duly issued by the OWNER;

(2) to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another contractor in the performance of a Contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and,

(3) to any delays of subcontractors occasioned by any of the causes specified in Items 1 and 2 of this Article.

Charges after the specified completion date shall be made at such times and in such amounts as the ENGINEER shall invoice the OWNER, provided, however said charges shall be in accordance with the ENGINEER's current rate schedule at the time the costs are incurred. The engineering and inspection costs so incurred shall be deducted from the CONTRACTOR's progress payments.

16.07 Controlling Law

This Contract is to be governed by the laws of the State of Texas.

End of Section

Supplementary Conditions

These Supplementary Conditions amend or supplement the General Conditions as indicated below. All provisions which are not amended or supplemented remain in full force and effect. The terms used in these Supplementary Conditions have the meanings assigned to them in the General Conditions.

SC – 1.01 Defined Terms

Delete the definition for “Substantial Completion” in paragraph 1.01 of the General Conditions, and insert the following in its place:

Substantial Completion - The Work has progressed to the point where, in the opinion of the ENGINEER as evidenced by his definitive Certificate of Substantial Completion, it is sufficiently complete so that the Work can be utilized for the purposes for which it is intended and in accordance with the Contract Documents such that all work except restoration has been completed. The terms “Substantially Complete” and “Substantially Completed” as applied to any Work refer to Substantial Completion thereof.

SC – 4.02 Physical Conditions - Investigations and Reports

Add a new paragraph immediately after the first paragraph of paragraphs 4.02 of the General Conditions, which is to read as follows:

In the preparation of Plans and Specifications, ENGINEER has relied upon the following reports and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work:

Copies of the following reports and/or tests are attached as Exhibits:
Geotechnical Investigation Report and SUE Report.

SC – 5.03.D Additional Insured

Add the following language at the end of paragraph 5.03.D of the General Conditions:

The name insured on the OWNER's and CONTRACTOR's Protective Policy shall be: City of Bastrop (See also paragraph SC 5.04.D)

Additional named insured on the OWNER's and CONTRACTOR's Protective Policy shall include:

1. Doucet and Associates, Inc.

SC – 5.04 Insurance Limits of Liability

The required limits of liability for insurance coverages requested in paragraphs 5.03 of the General Conditions shall be not less than the following:

SC – 5.04.A Worker's Compensation

| | |
|-----------------------------------|------------|
| Coverage A – Compensation | Statutory |
| Coverage B – Employer's Liability | |
| - Each Accident | \$ 500,000 |
| - Disease – Policy Limit | \$ 500,000 |
| - Disease – Each Employee | \$ 500,000 |

SC – 5.04.B Comprehensive General Liability

General Aggregate:

- Occurrence \$1,000,000
- Aggregate \$2,000,000

Products – Completed Operations Aggregate:

- Occurrence \$1,000,000
- Aggregate \$2,000,000

Personal and Advertising Injury

\$1,000,000

Each Occurrence

\$1,000,000

Medical Expense (any one person)

\$ 5,000

Personal Injury Liability (claims arising out of Employment Practices Liability)

\$1,000,000

Property Damage Liability (explosion, collapse, and underground coverage)

\$1,000,000

SC – 5.04.C Comprehensive Automobile Liability

Bodily Injury:

- Each Person \$1,000,000
- Each Accident \$1,000,000
- Property Damage \$1,000,000

Or Combined Single Limit

\$1,000,000

SC – 5.04.D OWNER's Protective

Coverage shall be Occurrence Form Policy to be written with City of Bastrop, Texas, and its Officials, Officers, Agents, Representatives, Employees, Boards, Commissions, and Volunteers as the insured, and Wade-Trim Associates, Inc., and any other entities listed in paragraph SC 5.03.D as Additional Insured.

General Aggregate

\$1,000,000

Each Occurrence

\$1,000,000

SC – 5.04.E Additional Insured

Additional insured on all insurance policies in accordance with Paragraph 5.03.D include:

- City of Bastrop, Texas
- Doucet Associates, Inc.

SC – 5.04.F Umbrella or Excess Liability

\$1,000,000

SC – 17 Liquidated Damage

\$1,000 / day

Add the following language as Article 17 of the General Conditions, entitled Liquidated Damages, which is to read as follows:

Article 17 – Liquidated Damages

If the CONTRACTOR shall fail to Substantially Complete and/or Final Complete the Work within the Contract Time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents. The liquidated damages charged shall be deducted from the CONTRACTOR's progress payments.

The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in Substantial Completion of the Work is due to the following and the CONTRACTOR has given written notice of such delay within seven (7) calendar days to the OWNER or ENGINEER.

- A. To any preference, priority or allocation order duly issued by the OWNER.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a Contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- C. To any delays of Subcontractors occasioned by any of the causes specified in Items A and B of this article.

End of Section

Minimum Wage Rates

"General Decision Number: TX20220007

01/07/2022 Superseded General Decision Number:

TX20210007 State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson, and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McLennan and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all

hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/07/2022 |

* SUTX2011-006 08/03/2011

| | Rates | Fringes |
|-------------------------------------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER (Paving and Structures)..... | \$ 12.56 | |
| ELECTRICIAN..... | \$ 26.35 | |
| FORM BUILDER/FORM SETTER Paving & Curb..... | \$ 12.94 | |
| Structures..... | \$ 12.87 | |
| LABORER Asphalt Raker..... | \$ 12.12 | |
| Flagger..... | \$ 9.45 | |
| Laborer, Common..... | \$ 10.50 | |
| Laborer, Utility..... | \$ 12.27 | |
| Pipelayer..... | \$ 12.79 | |
| Work Zone Barricade Servicer..... | \$ 11.85 | |
| PAINTER (Structures)..... | \$ 18.34 | |
| POWER EQUIPMENT OPERATOR: Agricultural Tractor..... | \$ 12.69 | |
| Asphalt Distributor..... | \$ 15.55 | |
| Asphalt Paving Machine..... | \$ 14.36 | |
| Boom Truck..... | \$ 18.36 | |
| Broom or Sweeper..... | \$ 11.04 | |
| Concrete Pavement Finishing Machine..... | \$ 15.48 | |
| Crane, Hydraulic 80 tons or less..... | \$ 18.36 | |
| Crane, Lattice Boom 80 tons or less..... | \$ 15.87 | |
| Crane, Lattice Boom over | | |

| | |
|------------------------------|----------|
| 80 tons..... | \$ 19.38 |
| Crawler Tractor..... | \$ 15.67 |
| Directional Drilling | |
| Locator..... | \$ 11.67 |
| Directional Drilling | |
| Operator..... | \$ 17.24 |
| Excavator 50,000 lbs or | |
| Less..... | \$ 12.88 |
| Excavator over 50,000 lbs... | \$ 17.71 |
| Foundation Drill, Truck | |
| Mounted..... | \$ 16.93 |
| Front End Loader, 3 CY or | |
| Less..... | \$ 13.04 |
| Front End Loader, Over 3 CY. | \$ 13.21 |
| Loader/Backhoe..... | \$ 14.12 |
| Mechanic..... | \$ 17.10 |
| Milling Machine..... | \$ 14.18 |
| Motor Grader, Fine Grade.... | \$ 18.51 |
| Motor Grader, Rough..... | \$ 14.63 |
| Pavement Marking Machine.... | \$ 19.17 |
| Reclaimer/Pulverizer..... | \$ 12.88 |
| Roller, Asphalt..... | \$ 12.78 |
| Roller, Other..... | \$ 10.50 |
| Scraper..... | \$ 12.27 |
| Spreader Box..... | \$ 14.04 |
| Trenching Machine, Heavy.... | \$ 18.48 |
| Servicer..... | \$ 14.51 |
| Steel Worker | |
| Reinforcing..... | \$ 14.00 |
| Structural..... | \$ 19.29 |
| TRAFFIC SIGNAL INSTALLER | |
| Traffic Signal/Light Pole | |
| Worker..... | \$ 16.00 |
| TRUCK DRIVER | |
| Lowboy-Float..... | \$ 15.66 |
| Off Road Hauler..... | \$ 11.88 |
| Single Axle..... | \$ 11.79 |
| Single or Tandem Axle Dump | |
| Truck..... | \$ 11.68 |
| Tandem Axle Tractor w/Semi | |
| Trailer..... | \$ 12.81 |
| WELDER..... | \$ 15.97 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour
Division
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC
20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC
20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.

===== END OF GENERAL DECISION"

Section 01 1100
Summary of Work

Part 1 General

1.01 Work Covered by Contract Documents

SUMMARY

Work is described in general, non-inclusive terms as:

1. Construct an extension of Jackson Street and new Cul-de-Sac (Financial Way). Major items Include: Water, Wastewater and Storm Water Utilities, Concrete Pavement, Lime Treated Subgrade and Curb and Gutter.

1.02 Job Conditions

- A. The General Conditions, the Supplementary Conditions, and Division One specifications apply to each specification section.
- B. Comply with all applicable state and local codes and regulations pertaining to the nature and character of the work being performed.

1.03 Work by Others

There is no work adjacent to the project areas.

1.04 Coordination

It shall be the responsibility of the CONTRACTOR to coordinate his operations and those of his subcontractors with Inspector, ENGINEER, and all utility companies, that may be affected. **There are 3 gas companies that must be contacted prior to any work within their easements.**

It shall be the responsibility of the CONTRACTOR to coordinate his operations and those of his subcontractors in such a manner to avoid interference and delays in the areas of common construction activities.

It shall be the responsibility of the CONTRACTOR to coordinate the testing of soils and concrete as specified within each specification.

The CONTRACTOR shall comply with all applicable state and local codes and regulations pertaining to the nature and character of the work being performed.

1.05 CONTRACTOR's Use of Premises

The CONTRACTOR shall maintain his construction operations within the presently existing road rights-of-way and easements throughout the Project area. In the event that the CONTRACTOR deems it necessary or advisable to operate beyond the limits of the existing rights-of-way or easements, he shall be responsible for making special written agreements with the property owners and shall furnish such copies of agreement to the OWNER.

Construction shall not begin until all obtained.

- SWPPP
- NOI (If required)

The Contractor shall:

1. Assume full responsibility for protection and safekeeping of materials and equipment stored on the Site.

2. Ensure excavated and waste materials shall be stored in such a way as not to interfere with the use of spaces that may be designated to be left free and unobstructed and so as not to inconvenience occupants of adjacent property.
3. Preserve and use every precaution to prevent damage to, all trees, shrubbery, plants, lawns, fences, culverts, curbing, and all other types of structures or improvements, to all water, sewer, and gas lines, to all conduits, overhead pole lines, or appurtenances thereof, including the construction of temporary fences and to all other public or private property adjacent to the Work.
4. Unless specifically provided otherwise, clear all rights-of-way or easements of obstructions which must be removed to make possible proper prosecution of the Work as a part of the project construction operations.
5. Notify the proper representatives of the owners or occupants of the public or private lands of interest in lands which might be affected by the Work.
 - A. Such notice shall be made at least 48 hours in advance of the beginning of the Work.
 - B. Notices shall be applicable to both public and private utility companies and any corporation, company, individual, or other, either as owners or occupants, whose land or interest in land might be affected by the Work.
 - C. Be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner or method or execution of the Work, or at any time due to defective work, material, or equipment.
6. Fence
 - A. Restore all fences, not being replaced, encountered and removed during construction of the Project to the original or a better than original condition.
 - B. Erect temporary fencing in place of the fencing removed whenever the Work is not in progress and when the site is vacated overnight, and/or at all times to provide site security. Coordinate with property owners with outside animals and provide temporary fencing.
 - C. The cost for all fence work associated with easements, including removal, temporary closures, and replacement, shall be subsidiary to the various items bid in the project proposal, unless a bid item is specifically provided in the proposal.

1.06 Products

All materials and products shall be provided per the individual sections of the specifications.

1.07 Audio/Video Route Survey

An audio/video route survey shall be required for this Project. This item is subsidiary to Right-Of-Way Preparation

1.08 Project Sign

A project sign as shown in the Contract Documents shall be required for this Project. CONTRACTOR shall furnish, install, maintain, and disassemble a project sign at project completion. All costs for this Work will be incidental to the Project and Project Sign pay item. All symbols and words must be legible from 20 feet away.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

Section 01 2200 Unit Prices

Part 1 General

1.01 Scope

This Section describes the method of measurement and basis of payment for all items of Work included in the Contract and specified in the Proposal. The CONTRACTOR shall provide all labor, material, tools, equipment, and services required to complete the Work specified herein and indicated on the Plans.

THE OWNER WILL MAKE NO ALLOWANCES FOR ITEMS NOT INCLUDED IN THE PROPOSAL.

Bid items that are listed in the Proposal per TxDOT Specifications will be measured and paid in accordance with TxDOT Standard Specifications for Construction of Highways, Streets and Bridges, 2014 Edition and as called out below. Bid items listed in the Proposal per City of Bastrop Specification will be Measured and paid in accordance with City of Bastrop standards and as called out below. Any conflict with TxDOT Specifications and City of Bastrop Construction standards, the City of Bastrop Construction Standards prevail.

<https://www.cityofbastrop.org/upload/page/0107/docs/Construction%20Standards%20Technical%20Manual.pdf>

1.02 Items of the Proposal

PAVING IMPROVEMENTS

Item 1P: Right-of-Way Preparation

This Item shall comply with TxDOT 100-6002 and additional items as called out. This pay item shall consist of the preparation of the existing right-of-way for construction as required by the plans and specifications. It will include the area between the right-of-way limits, additional areas beyond the right-of-way such as temporary construction, slope, and drainage easements, and any other easements shown on the plans. Work shall include, but not be limited to: Videoing of the site and adjacent property to the site prior to any construction activity, the removal of all obstructions above ground or below such as concrete, concrete pavement (Saw Cut and Removal), driveways, driveway culverts, fences, trees, shrubs, stumps, brush, roots, vegetation, logs, fences, structures, foundations, lumber, scrap metal, abandoned appliances, sprinkler systems, abandoned utility pipes or conduits and any other items not included as pay items elsewhere in the contract documents, but necessary for the preparation of the rights-of-way and/or permanent or temporary easements for construction. This item shall also include the protection of any fences, construction of temporary fences, structures, signs or other items that are to be preserved and/or relocated as shown on the plans.

This item shall include a concrete washout pit located at contractor's preference (on City Property). This will include the construction and removal of the washout pit.

The contractor is responsible for communicating, coordinating, and informing all affected property owners and utilities prior to commencement of work.

Portable Construction Mats shall be placed over all gas mains prior to any heavy equipment operating over the gas mains. These mats are subsidiary to this pay item

Payment shall be made on the basis of the price bid per Lump Sum. Payment shall be total compensation for providing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work including construction survey. Contractor shall refer to **Section 01 7123.26** for Construction survey May 2023

requirements. If this pay item exceeds 10% of the total project cost, exclusive of this pay item, then any amount over the 10% will not be paid until the final payment.

Item 2P: Remove Concrete Curb

This pay item shall adhere to TxDOT specification Item 104 and additional items as called out. This is a "plans quantity" measurement Item and the quantity to be paid for will only be that quantity shown in the proposal. Measurement and payment shall be made on the basis of price bid per Linear Feet (LF) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

Item 3P: Excavation

This pay item shall adhere to TxDOT specification Item 110 and additional items as called out. This pay item shall consist of the roadway excavation of existing material in the areas shown on the plans and to the lines, grades, and typical sections as specified. Excavation shall include all materials encountered regardless of their nature or of the way they are removed. This item will be measured by the cubic yard (CY) in its original position as computed by the method of average end areas.

This is a "plans quantity" measurement Item and the quantity to be paid for will only be that quantity shown in the proposal. Limits of measurement for excavation are restricted to R.O.W. limits shown in plans. Shrinkage or swelling factors will not be considered in determining the calculated quantities. Power pole bracing where necessary shall be covered under this bid item and is considered subsidiary work. All material including surplus material unsuitable for use as fill shall be disposed off-site by the contractor.

Placement and compaction shall meet TxDOT specifications for item 110.

Payment shall be made on the basis of the price bid per cubic yard (CY) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

Item 4P: Embankment

This pay item shall adhere to TxDOT specification Item 132 and additional items as called out. This pay item shall consist of the roadway excavation of existing material in the areas shown on the plans and to the lines, grades, and typical sections as specified. Embankment shall include all materials utilized including onsite material and offsite material.

This is a "plans quantity" measurement Item and the quantity to be paid for will only be that quantity shown in the proposal. Limits of measurement for embankment restricted to R.O.W. limits shown in plans. Shrinkage or swelling factors will not be considered in determining the calculated quantities. Power pole bracing where necessary shall be covered under this bid item and is considered subsidiary work.

Placement and compaction shall meet TxDOT specifications for item 132.

Payment shall be made based on the price bid per cubic yard (CY) in-place and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

Item 5P: Road Grader Work

This pay item shall adhere to TxDOT specification 152 6001. This is a "plans quantity" measurement Item and the quantity to be paid for will only be that quantity shown in the proposal. Paid for by the Station (STA).

Item 6P: Furnishing and Placing Topsoil (4-inch)

This pay item shall adhere to TxDOT specification Item 160 and additional items as called out. This pay Item shall be total compensation for furnishing all materials, tools, watering, equipment, and labor necessary to complete this work, and shall include, but is not limited to, remove, and dispose of objectionable material from the topsoil source before beginning the work. Stockpile topsoil, when

necessary, in a windrow at designated locations along the right of way line or as directed. Keep source and stockpile areas drained during the period of topsoil removal and leave them in a neat condition when removal is complete. Cultivate the area to a depth of 4 in. before placing topsoil. Spread the topsoil to a uniform loose cover at the thickness specified. Place and shape the topsoil as directed. Water and roll the topsoil with a light roller or other suitable equipment. Watering is subsidiary to this bid item. This item shall be paid for by the Square Yard (SY).

Items 7P: Drill Seeding (PERM) (RURAL)

This pay item shall adhere to TxDOT specification Item 164 and additional items as called out. Measurement and payment of seeding shall be made at the contract unit price on a per each (SY) unit basis. Price paid shall be total compensation for furnishing all materials, tools, watering, equipment, and labor necessary to complete this work, and shall include, but is not limited to, name plates as needed and specified in the details, attaching devices and hardware, including H-brackets, fabricating, and erecting signs, pruning vegetation, and site clean-up. Seeding shall not be paid for until 75% of the seeded area has established growth. Watering is subsidiary to this bid item.

Items 8P: Soil Retention Blankets

This pay item shall adhere to TxDOT specification Item 169 and additional items as called out. This Item shall govern for providing and placing soil retention blankets for erosion control on slopes or ditches or for short-term or long-term protection of seeded or sodded areas as shown on the plans or as specified by the Engineer. Soil retention blanket shall meet TxDOT standards for Class 1 Type C under specification item 169. This item will be paid for by the Square Yards (SY) measured in place.

Item 9P: Flexible Base for Miscellaneous Gravel

This pay item shall adhere to City of Bastrop Standards and additional items as called out. This pay item shall be used at the direction of the OWNER and ENGINEER for unforeseen or missed items. This item will only pay for work performed at the direction of the City per Cubic Yard (CY). Any work performed without the authorization of the City shall not be paid for under this bid item. The Bidder shall include this amount within their bid and understand the intent is to not utilize this item. At the completion of the project, funds not utilized under this item shall be removed from the contract via a construction change order.

Item 10P: Lime (Hydrate) Lime (Slurry)

This pay item shall adhere to TxDOT specification Item 260 and additional items as called out. This pay item shall consist of Type A Hydrated lime required for the lime treatment of the top 6-inch and the full width of subgrade. Full width shall be that distance shown in the plans behind the back of curb on each side of roadway. The lime shall be placed at a rate as directed by a testing agency, hired by the contractor and approved by the ENGINEER. An assumption of a rate of 33 pounds per square yard (LBS/SY) was used for calculating quantities.

Measurement and payment shall be made on the basis of price bid per ton (TON) and shall be total compensation for testing, furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

Item 11P: 6" Thick Lime Stabilized Subgrade

This pay item shall adhere to TxDOT specification Item 260 and additional items as called out. This pay item shall consist of treating the top 6-inch and the full width of subgrade by pulverization, addition of hydrated lime, mixing and compacting. Full width shall be that distance shown in the plans from behind the back of curb on each side of roadway. Subgrade shall be constructed to the lines and grades as required by the plans and specifications.

Measurement and payment shall be made based on price bid per square yard (SY) and shall be total compensation for testing compaction, furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work. The Contractor is responsible for testing the subgrade and ensuring that all specifications are met. The testing is considered subsidiary to the price bid.

Item 12P & 13P: 5.5" & 6.5" Thick Reinforced Concrete Paving

This pay item shall adhere to the City of Bastrop's Construction Standards and additional items as called out. This pay item shall consist of the construction of concrete pavement as shown on the plans. The concrete pavement shall be 5.5-Inch and 6.5-inch-thick reinforced concrete pavement in accordance with the details provided in the plans.

Concrete shall be Class "C" concrete having a minimum of 6 sacks of cement per cubic yard and a minimum compressive strength of 3,600 psi at 28 days. Maximum slump during placement is 4-inch. Reinforcement shall meet the City's standards and shall be placed: NO. 4 Bars @ 24-inc C-C placed both ways.

The Contractor is responsible for testing the concrete and ensuring that all specifications are met. The testing is considered subsidiary to the price bid. Concrete Paving must follow the requirements set forth in the City of Bastrop's Construction Standards, Chapter 6.

<https://www.cityofbastrop.org/upload/page/0107/docs/Construction%20Standards%20Technical%20Manual.pdf>

Measurement and payment shall be made on the basis of price bid per square yard (SY) and shall be total compensation for testing, furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work in accordance with the City's standards. All required saw cutting of existing pavement shall be included in this bid item and shall not be a separate pay item.

Item 14P: Mobilization

This pay item shall adhere to TxDOT specification Item 500 and additional items as called out. This pay item shall consist of mobilization and demobilization for the construction of the project. This pay item shall be inclusive of any and all mobilizations and demobilizations associated with the project. Mobilization shall be defined as all necessary equipment, supplies, materials, and personnel on the job site ready to begin construction. The cost of all bonds and insurance for the project will also be considered part of this specification. Mobilization will be measured as a lump sum item. Note: The total amount bid for Mobilization & Demobilization shall not exceed five percent (5%) of the total contract amount, exclusive of this pay item (adjusted contract amount).

Measurement and Payment shall be as stated in section 14.03 of the General Conditions.

Item 15P: Barricades Signs and Traffic Handling

This pay item shall adhere to TxDOT specification Item 502 and additional items as called out. The following work shall be performed under this Item: This is a "plans quantity" measurement Item Lump Sum (LS) and the quantity to be paid for will only be that quantity shown in the proposal.

Contractor shall ensure Jackson Street remains closed to the public.

Item 16P & 17P: Rock Filter Dams (install) and (Remove)

This pay item shall adhere to TxDOT specification Item 506 and additional items as called out. These pay item shall be total compensation for installing and removing Type 3 Rock Filter Dams and shall include furnishing all materials, tools, equipment, and labor necessary to install and complete this work, and shall include, but is not limited to, remove, and dispose of filter dams and all objectionable material from the site. These items shall be paid for by the Linear Feet (LF).

Item 18P & 19P: Construction Exit (install) and (Remove)

This pay item shall adhere to TxDOT specification Item 506 and additional items as called out. These pay item shall be total compensation for installing and removing Construction Exit. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate. This work shall include furnishing all materials, tools, equipment, and labor necessary to install and complete this work, and shall include, but is not limited to, remove, and dispose of the construction exit and all objectionable material from the site. These items shall be paid for by the Square Yard (SY)

Item 20P: 6" Concrete Curb & Gutter (TY II)

This pay item shall adhere to the City of Bastrop's Construction Standards and additional items as called out. This pay item shall consist of the furnishing and placing of 6-inch reinforced monolithic concrete curb at the locations and grades shown on the plans. All concrete for construction shall be Class "C" concrete having a minimum of 6 sacks of cement per cubic yard and a minimum compressive strength of 3,600 psi at 28 days. The cost for furnishing and placing reinforcement is subsidiary to the price bid. All concrete, except for City approved "leave-outs", shall be placed with a self-propelled paving machine capable of spreading, densifying, and shaping the concrete mix to the required lines and grades as shown on the approved plans.

Measurement and payment shall be made on the basis of price bid per linear feet (LF) and shall be total compensation for testing, furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

Item 21P: Driveway (ACP)

This pay item shall adhere to the City of Bastrop's Construction Standards and additional items as called out. This pay item shall consist of the furnishing and placing of embankment, asphalt and RCP pipe as called out in the detail and plan sheets. Placement and compaction shall meet TxDOT specifications for item 132. Measurement and payment shall be made on the basis of price bid per square yard (SY) and shall be total compensation for testing, furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

Item 22P: Metal Beam Guard Fence

This pay item shall adhere to TxDOT specification Item 540. This is a "plans quantity" measurement item and the quantity to be paid for will only be that quantity shown in the proposal. Measurement and payment shall be made on the basis of price bid per Linear Feet (LF) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

Items 23P: IN SM RD SN SUP & AM TY 10BWG(1) SA(P)

This pay item shall adhere to TxDOT specification Item 644. Measurement and payment of signs shall be made at the contract unit price on an Each (EA) unit basis. Price paid shall be total compensation for furnishing all materials, tools, equipment, and labor necessary to complete this work in accordance with TxDOT Item 644-6001. Location and type are shown on the plans.

Items 24P: Remove Small Road Signs

This pay item shall adhere to TxDOT specification Item 644. Measurement and payment of signs shall be made at the contract unit price on an Each (A)) unit basis. Price paid shall be total compensation for removing all materials, tools, equipment, and labor necessary to complete this work. Location and type are shown on the plans.

Item 25P: Tree Protection

This pay item shall adhere to City of Bastrop's "Tree Preservation Notes". Measurement and payment of shall be made at the contract unit price on a per Each (EA) unit basis and shall be in locations specified per plan. Price paid shall be payment in full for all labor, material, and equipment necessary to preserve the trees.

Item 26P: Project Signage (minimum 4' x 4')

The following work shall be performed under this Item: Payment for this work shall be made on an EA unit bid price for project designation sign. Payment shall constitute full compensation for all labor, materials, and equipment necessary for the complete installation and removal of a standard City of Bastrop project designation sign. Sign Shall contain the logos and read: All Logos and words must be legible from 20 feet away.



CITY OF BASTROP
ECONOMIC DEVELOPMENT CORPORATION
INDUSTRIAL PAK – FINANCIAL WAY

Item 27P: Storm Water Pollution Prevention Plan Implementation, Maintenance and Removal

This item consists of furnishing all labor and materials necessary for the installation and maintenance of erosion controls and implementation of the Storm Water Pollution Prevention Plan (SWPPP). The CONTRACTOR shall be considered the operator with day-to-day operational control of the construction site and SWPPP per Texas Pollutant Discharge Elimination System (TPDES) General Permit. All work shall conform to City standards, and TPDES General Permit.

A Erosion Control Plan (ECP) is included within the plans for use in preparing a SWP by the Contractor PP, if necessary. The CONTRACTOR will be responsible for preparing a SWPPP for all construction site areas in accordance with TPDES General Permit requirements. A statement within the SWPPP will identify the CONTRACTOR as the day-to-day operator responsible for the installation, inspection and maintenance of all erosion and sediment control best management practices (BMPs), devices and controls. An additional statement within the SWPPP will identify the CITY as the operator with control over construction plans and specifications. If required: The CONTRACTOR shall submit a completed notice of intent (NOI) to the State at least 48 hours prior to any construction activity beginning. A construction site notice (CSN), signed in accordance with 30 TAC § 305.44, shall be posted at the site and a copy submitted to the City at least 48 hours prior to any construction activity beginning. The CONTRACTOR will be the operator of the ECP and SWPPP and can revise, update, amend or modify as necessary to remain in compliance with the TPDES permit. This item includes the installation, inspection and maintenance of BMP's, devices and controls or other necessary controls as may be required to remain in compliance with the TPDES General Permit.

Measure and Payment for this item shall be made per the lump sum price bid for erosion control and SWPPP implementation for the limits of construction shown in the plans and shall be full payment for all materials, Including Temporary Sediment Control Fence and Biodegradable Erosion Logs. All labor, equipment, and other incidentals necessary to install and maintain and remove the erosion controls complete and in place and fully comply with the SWPPP and the TPDES General Permit. The costs of maintenance or any additional erosion controls above and beyond those described in the SWPPP and ECP necessary to maintain compliance with the TPDES permit are subsidiary to this pay item. The CONTRACTOR shall be responsible for conducting inspections of BMPs, devices and controls as prescribed in the SWPPP and in accordance with TPDES General Permit.

The CONTRACTOR must revise or update the SWPPP whenever: 1) there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge or pollutants and that has not been previously addressed in the SWPPP; or 2) results of inspections or investigations by site operators, CITY, TCEQ personnel, or a federal, state or qualified local agency indicate the SWPPP or ECP is proving ineffective in sediment control.

The CONTRACTOR shall take all precautions required to prevent soil erosion during the construction. If excessive erosion occurs, the CONTRACTOR shall take immediate measures to prevent further erosion and correct the damages. The CONTRACTOR shall comply with the requirements of the SWPPP and the final TPDES Construction General Permits Regulations.

The CONTRACTOR shall be responsible for the removal of all temporary BMPs, devices and controls used during the construction process to prevent erosion or sedimentation. All temporary BMPs, devices and
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controls shall be removed, and any disturbed areas stabilized, prior to a notice of termination (NOT) being submitted to the State for the construction project. A copy of the CONTRACTOR'S N.O.T. shall be submitted to the CITY 48 hours prior to submittal of the NOT to the State. Contractor shall comply with Section 01 5713.

WATER MAIN IMPROVEMENTS

Item 1W: 12" PVC C-900, DR-18 Water Main Pipe

This pay item shall adhere to the City of Bastrop's Construction Standards and additional items as called out. This item shall conform to AWWA Specification C 900, DR 18, Class 150. The PVC pipelines shall be measured horizontally from center of fitting to center of fitting or end of pipe without any deduction for the length of intermediate fittings, specials, or valves. The pipe shown on the plans shall be the basis of payment.

Measurement and payment shall be made at the unit price bid per linear foot (LF) and shall include furnishing, hauling and laying of pipe as shown on the plans, pumping where necessary, trench excavation and backfilling OR trenchless methods, including embedment material as specified, placing of pipe through bored casing, casing at all water and sanitary sewer crossings, protecting or replacing existing structures or utilities (including gas mains), disinfection, pipeline signs, disposal of surplus materials, cleaning up and maintenance, trench safety and all extra precautions or construction requirements necessary to adequately protect and support existing utilities including franchise utilities. Mechanical joints, bends, thrust blocks, and all other required appurtenances are considered a subsidiary cost for water line installation for this project.

Connections to existing water lines as called out in the plans shall be considered subsidiary to this bid item.

Item 2W: Water Main Pipe (DI) (6-inch)

This pay item shall adhere to the City of Bastrop's Construction Standards and additional items as called out. Ductile iron pipe shall meet the requirements of the latest revision of AWWA Specification C 151 and shall be Pressure Class 350.

Measurement and payment shall be made at the unit price bid per linear foot (LF) and shall include furnishing, hauling and laying of pipe as shown on the plans, pumping where necessary, trench excavation and backfilling OR trenchless methods, including embedment material as specified, placing of pipe through bored casing, protecting or replacing existing structures or utilities (including gas mains), disinfection, pipeline signs, disposal of surplus materials, cleaning up and maintenance, trench safety and all extra precautions or construction requirements necessary to adequately protect and support existing utilities including franchise utilities. Mechanical joints, bends, thrust blocks, and all other required appurtenances are considered a subsidiary cost for water line installation for this project.

Item 3W: Fire Hydrant Assembly

This pay item shall adhere to the City of Bastrop's Construction Standards and additional items as called out. This item shall be constructed in accordance with City of Bastrop standards.

Measurement and payment for fire hydrant assemblies will be at the unit bid price per each (EA). Fire hydrant assemblies shall be installed as required by the plans and shall be full compensation for installing the fire hydrant assembly, including fire hydrant, valves, piping, fittings, connections, thrust restraint, testing, disinfection, grassing of disturbed areas, and all other items and appurtenances necessary to complete the work. 1. Fire hydrants shall conform to AWWA Specification C 502 and shall have one 4-1/2-inch pumper connection and two 2-1/2-inch hose connections. Threads of hose connections shall be National Standard Threads. 2. Operating Nut. The operating nut shall be designed to prevent the seepage of rain or sleet into the top of the bonnet. 3. Bonnet. The bonnet or hydrant top shall be free draining, easily replaceable without shutting off the hydrant from the water main and shall contain means of automatically lubricating all operating threads. 4. Breakaway Design. The hydrant shall be of such design that the entire top barrel may be broken away as by traffic collision without causing leakage, and the broken hydrant shall be repairable without any excavation. The breakaway flange shall be at least 3 inches or no more than 8 inches above finished grade. 5. Main Valve. The main valve shall be compression closed with a 5-1/4-inch valve seat and

the pipe connection shall be a 6-inch mechanical joint. 6. Type. Hydrants shall be Mueller Centurion or equal.

Item 4W: Ductile Iron Fittings

This pay item shall adhere to the City of Bastrop's Construction Standards and additional items as called out. Unless otherwise modified or supplemented, the latest revision of AWWA Standard C-110 for Ductile-Iron Fittings, 3 in. through 48 in. for Water and Other Liquids and AWWA Standard C-153 for Ductile-Iron Compact Fittings, is to govern the design, manufacture, and testing of all fittings under this specification. The pressure rating of all fittings is to be a minimum of 250 psi.

Fittings are to be furnished with the type of end combination specified. Mechanical joint fittings and anchor type fittings are to be furnished complete, with glands, gaskets, and bolts. Bolts for mechanical joints are to be ASTM A-536 specially alloyed and heat-treated ductile iron conforming to ANSI/AWWA Standard C111/A21.1L. Flanged fittings are to be faced and drilled in accordance with ASA Specifications B 16.1, Class 125. Anchor fittings are to be furnished in size and type or length as specified. The exterior of all fittings is to be provided with a petroleum asphaltic coating in accordance with AWWA Standard C-110. The interior of flanged fittings supplied under this Item is to be either cement-mortar lined in accordance with AWWA Standard C-104 or lined with a petroleum asphaltic material in accordance with the latest revision of AWWA Standard C-110 as specified. The interior of all other fittings supplied under this Item is to be cement-mortar lined in accordance with the latest revision of AWWA Standard C-104. Fittings for 2 in. size are to be manufacturer's standard design, designed in accordance with applicable design standard of AWWA Standard C-110.

This item is paid at the unit price bid for each TON of fittings of all sizes and types installed and will be based upon the weights of fittings shown in Table 29, "Weights of Ductile-Iron Fittings" of the TxDOT Specification Item 7051. Such payment will also include excavation, selected embedment material, anti-corrosion embedment when specified, hauling and disposition of surplus excavated materials, polyethylene sleeve, asphaltic material for ferrous surfaces, all glands, nuts, bolts, gaskets and concrete reaction and thrust blocking. If compact fittings are not manufactured and other fittings are installed, Contractor will provide quantities and unit weights with pay request.

Item 5W: 24-Inch Steel Pipe Encasement

This pay item shall adhere to the City of Bastrop's Construction Standards and additional items as called out. The component materials, manufacture and testing of all steel pipe will conform to AWWA Standard C-200 for "Steel Water Pipe 6-in. and Larger." The City of Bastrop standards will be utilized. Refer to Detail WT-16 of the Bastrop Construction Standards. This item shall be constructed in accordance with City of Bastrop standards. Measurement and payment will be at the unit bid price Linear Feet (LF).

Item 6W: 12" Gate Valve and Box

This pay item shall adhere to the City of Bastrop's Construction Standards and additional items as called out. Payment for these items shall be at the unit price bid for each (EA) and shall be full compensation for providing and installing gate valves and box, cutting and repair of paving, cutting and connecting to existing piping, fittings, and all other items necessary to complete the work. 1. Gate valves shall be resilient seat or resilient wedge, type valves. Valves shall be iron body, bronze mounted and designed for a minimum of 150 psi working pressure conforming to AWWA Specifications C-509. 2. Underground Installations. For underground installations non-rising stem valves with square operating nuts shall be used. 3. Direction of Opening. Direction of opening shall be counterclockwise. 4. Type. Valves shall be Mueller or equal. Gate Valve Boxes-- Valve boxes shall be the two-piece sliding type, adjustable by sliding the upper section over the lower section. Flanges on both sections shall serve to locate the upper section and hold it in place. Boxes shall be cast iron and shall have a cover designed for easy removal for access to the valve operating nut and shall be marked "water" for ready identification.

SANITARY SEWER IMPROVEMENTS

Item 1S: Sanitary Sewer Manhole (48") (6")

This pay item shall be in accordance with City of Bastrop's Construction Standards and includes trenching,

backfill embedment, provision and placement of manhole, frame and cover, watertight locking manhole insert, grading ring as required to bring finish grade, concrete collar, vents and vent appurtenances, necessary fittings, bypass pumping, vacuum tests, all required laboratory tests, disposal of all waste material off City property, and all other required work not specifically set in a separate bid item. Measurement and payment shall be made on the basis of the price bid per each (EA) and shall be full compensation for all labor, trench safety, material, and equipment deemed necessary to complete this pay item. No separate pay shall be made for extra depth and shall be considered subsidiary cost to this item.

Item 2S: Sanitary Sewer Manhole (48") (Extra Depth)

This pay item shall be in accordance with City of Bastrop's Construction Standards. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" herein will be paid for at the unit price bid for "Sanitary Sewer Manhole (Extra Depth)". This price is full compensation for furnishing all required materials labor, equipment and performing all operations necessary to construct the depth of sanitary sewer manhole in excess of 6 feet; including but not limited to providing an external protective bituminous coating, such as coal-tar epoxy. This item shall be in accordance with City of Bastrop's Construction Standards and includes trenching, backfill embedment, provision and placement of manhole, frame and cover, watertight locking manhole insert, grading ring as required to bring finish grade, concrete collar, vents and vent appurtenances, necessary fittings, bypass pumping, vacuum tests, all required laboratory tests, disposal of all waste material off City property, and all other required work not specifically set in a separate bid item. Measurement and payment shall be made on the basis of the price bid per each (EA) and shall be full compensation for all labor, trench safety, material, and equipment deemed necessary to complete this pay item. No separate pay shall be made for extra depth and shall be considered subsidiary cost to this item.

Item 3S: 8" PVC SDR 26 Sanitary Sewer Pipe

This item shall be in accordance with applicable sections of the City of Bastrop's Construction Standards and includes materials, trenching, backfill, casing, embedment, detection tape, pipe provision and placement, pipe fittings, landscape repair, including replacement of trees and shrubs, leakage tests, mandrill tests, bypass pumping, all required laboratory tests, disposal of all waste materials off City property and all other required work not specifically set in a separate bid item. Measurement and payment shall be made on the basis of price bid per linear foot (LF) and shall be full compensation for all labor, materials, and equipment deemed necessary to complete this pay item. Payment shall include any boring cost, casing, trench safety and all extra precautions or construction requirements necessary to adequately protect and support existing utilities including franchise utilities. Payment for the pipelines shall include all costs required to have utility companies repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor.

Item 4S: Sanitary Sewer (Adjust Manhole)

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" herein will be paid for at the unit price bid for "Adjusting Manhole". Measurement and payment shall be made on the basis of the price bid per each (EA). This price is full compensation for furnishing all required materials and labor, plugs (temporary and permanent), excavation and backfill, cement stabilized backfill, groundwater dewatering, removal, disposal of materials, and all other incidentals necessary to necessary to complete the work in accordance with the plans and specifications.

Item 5S: 18-Inch Pipe Encasement Steel

The component materials, manufacture and testing of all steel pipe will conform to AWWA Standard C-200 for "Steel Water Pipe 6-in. and Larger." The City of Bastrop standards will be utilized. Refer to Detail WT-16 of the Bastrop Construction Standards. This item shall be constructed in accordance with City of Bastrop standards. Measurement and payment will be at the unit bid price Linear Feet (LF).

DRAINAGE IMPROVEMENTS

Item 1D: Riprap (Stone Common) (Dry) (8-inch)

This Item shall comply with TxDOT 432 and additional items as called out. Construct riprap as shown in Figure 4 on the TxDOT Stone Riprap Standard. Place stones on a bed excavated for the base course. Bed the base course of stone well into the ground with the edges in contact. Bed and place each
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succeeding course in even contact with the preceding course. Use spalls and small stones to fill any open joints and voids in the riprap.

<https://ftp.dot.state.tx.us/pub/txdot-info/cmd/cserve/standard/bridge/srrstdel.pdf>

This Item will be measured by the cubic yard of material complete in place. Volume will be computed on the basis of the measured area in place and the thickness and toe wall width shown on the plans.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for the Cubic Yard (CY) of the type, thickness as specified. This price is full compensation for furnishing, hauling, and placing riprap and for filter fabric, excavating or fill, scales, test weights, equipment, labor, tools, and incidentals.

Item 2D: 18-inch Reinforced Concrete Pipe

This Item shall comply with TxDOT 464 and additional items as called out. This is a plans quantity measurement Linear Feet (LF) Item and the quantity to be paid for will be that quantity shown in the proposal. If no adjustment of quantities is required, additional measurements or calculations will not be required. The work performed and materials furnished in accordance with this Item will be paid for at the unit price bid for "Reinforced Concrete Pipe. This price shall be full compensation for furnishing, hauling, placing, and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment, and incidentals necessary to complete the work.

Item 3D – 5D: 10' Curb Inlet, 20' Curb Inlet, and Manhole (Compl)

This Item shall comply with TxDOT 465 and additional items as called out. This is a plans quantity measurement Each (EA) Item and the quantity to be paid for will be that quantity shown in the proposal. If no adjustment of quantities is required. The work performed and materials furnished in accordance with TxDOT Item 465 will be paid for at the unit price bid. This price shall be full compensation for furnishing, hauling, placing, and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment, and incidentals necessary to complete the work.

Item 6D: 18-inch Headwall 4:1 with Energy Disipators

This Item shall comply with TxDOT 466 and additional items as called out. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid Each (EA) in accordance with TxDOT Item 466 of the specified type and height. This price shall be full compensation for furnishing, transporting, and placing all concrete and/or precast units, reinforcing steel and jointing to new or existing structures; for excavation and backfill; and for all other material, labor, tools, equipment, and incidentals necessary to complete the work.

Item 7D: Level Spreader

This Item shall comply with TxDOT 634 and additional items as called out. Level Spreader shall be constructed level to insure uniform spreading of sediment-free runoff. The Level Spreader shall be constructed on undisturbed soil. A filter fabric erosion stop shall be placed vertically at least 6 inches (150 mm) deep in a silt trench 1 foot (300 mm) back from the level lip and parallel to the lip. The entire level lip area shall be protected by 2 strips of "Soil Retention Blanket". The entrance channel shall not exceed a 1 percent grade before extending the spreader. All groundcover shall be re-established and construction areas stabilized.

The work performed and materials furnished and measured as provided under "Measurement" will be paid for at the unit bid price per lineal foot of "Level Spreader". The price shall include full compensation for furnishing, hauling, and placing all materials, labor, tools, equipment and incidentals necessary to complete the work including inspecting, repairing, replacing and relocating of

existing fencing, removal of silt and removal and disposal of all materials at the completion of construction and revegetation of disturbed areas.

ADDITIONAL IMPROVEMENTS

Item 1A: 3" Schedule 40 PVC Conduit

Measurement and payment of the Schedule 40 PVC conduit shall be made at the contract unit price on a per linear foot (LF) unit basis and shall be in locations specified per plan. Price paid shall be payment in full for all labor, material, and equipment necessary for installation and shall include, but is not limited to, all excavation, removal and disposal of unsuitable material, protection of existing improvements, and for all items necessary to complete the job, whether specifically mentioned or implied.

Item 2A: Miscellaneous Improvements

This pay item shall be used at the direction of the OWNER and ENGINEER for unforeseen or missed items. This item will only pay for work performed at the direction of the OWNER. Any work performed without the authorization of the OWNER shall not be paid for under this bid item. The Bidder shall include this amount within their bid and understand the intent is to not utilize this item. The fee associated with this item is not required to be a part of the required 5% bid surety. At the completion of the project, funds not utilized under this item shall be removed from the contract via a construction change order.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

Section 01 3119
Project Meetings/Communication

Part 1 General

1.01 Preconstruction Meeting

Prior to the delivery of materials or the start of any construction, CONTRACTOR shall request a Preconstruction Meeting from ENGINEER. A minimum five (5) Calendar days notification to meeting participants shall be required. Submit to the ENGINEER the required schedules and distribution items as defined in Section 01 3119 and of section 2.05 of the General Conditions prior to the scheduling of a Preconstruction Meeting.

A. Schedule:

ENGINEER will establish the meeting place, time and date, distribute agenda, notify participants, and administer the meeting. CONTRACTOR shall notify major Subcontractors.

B. Attendance:

1. OWNER
2. ENGINEER
3. CONTRACTOR – Superintendent and Project Managers
4. Major Subcontractors
5. Utility Companies
6. Safety Representatives
7. Governmental Agencies

C. Agenda:

1. Distribution by CONTRACTOR and discussion, review, and acceptance of:
 - a. List of names and telephone numbers for superintendent, foreman and other key personnel.
 - b. List of major Subcontractors and Suppliers.
 - c. Projected construction preliminary progress schedules.
 - d. Preliminary schedule of Shop Drawings and Sample submittals.
 - e. Estimated monthly payment schedule and schedule of values.
2. Critical Work sequencing.
3. Major equipment deliveries and priorities.
4. Project coordination.
5. Responsibilities of OWNER, ENGINEER, CONTRACTOR and other agencies.
6. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
7. Adequacy of distribution of Contract Documents.
8. Procedures for maintaining Record Documents.
9. Use of premises.
10. Construction facilities, controls, and construction aids.
11. Temporary utilities.
12. Safety and first aid procedures.
13. Security procedures.

14. Housekeeping procedures.
15. Testing

D. Minutes:

ENGINEER will prepare and distribute copies to participants within Two (2) days of meeting. Participants shall report corrections and comments within Two (2) days of receipt of minutes.

1.02 Progress Meetings

A. Periodic Progress Meetings will be held as required by the progress of the Work.

B. Schedule:

ENGINEER will establish the meeting place, time and date, distribute agenda, notify participants and administer the meeting. CONTRACTOR shall notify major Subcontractors.

C. Attendance:

1. ENGINEER- OWNER's Representative
2. City Inspector
3. CONTRACTOR – Superintendent and Project Manager
4. Subcontractor as appropriate to the agenda.
5. Suppliers as appropriate to the agenda.
6. Others

D. Agenda:

1. Review minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Review field observations, problems, & conflicts.
4. Review problems which impede Construction Schedules.
5. Review of off-site fabrication, delivery schedules.
6. Review corrective measures and procedures to regain projected schedule.
7. Review revisions to Construction Schedules.
8. Review plan progress, schedule, during succeeding Work period.
9. Review coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Review maintenance of quality standards.
12. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other Contracts of the Project.
13. Other business.

E. Minutes:

1. ENGINEER will prepare and distribute copies to participants and OWNER within Two (2) days of meeting for review at the next meeting.

1.03 Communication During the Project

- A. Owner's Inspector and the Owner's Representative and shall be the first points of contact for all parties on matters concerning this project.
- B. The Owner's Representative will coordinate correspondence concerning:
 - 1. Submittals, including requests for payment
 - 2. Clarification and interpretation of the Contract Documents
 - 3. Contract modifications
 - 4. Observation of work and testing
 - 5. Claims
- C. The Owner's Representative will normally communicate only with the Contractor. Any required communication with suppliers or subcontractors will only be with the direct involvement of the Contractor.
- D. Written communications are to be directed to the Owner's Representative at the address indicated at the Pre-construction Conference. Communications should include as a minimum:
 - 1. Name of the Owner – City of Bastrop
 - 2. Project name – Financial Way Project
 - 3. Contract title – Financial Way Project
 - 4. Project number – R2014-004
 - 5. Date
 - 6. A reference statement

1.04 Request for Information

- A. Submit Request for Information (RFI) to the Owner's Representative to obtain additional information or clarification of the Contract Documents.
 - 1. Submit a separate RFI for each item.
 - 2. Attach adequate information to permit a written response without further clarification. Owner's Representative will return requests that do not have adequate information to the Contractor for additional information. Contractor is responsible for all delays resulting from multiple submittals due to inadequate information.
 - 3. A response will be made when adequate information is provided.
- B. Response to an RFI is given to provide additional information, interpretation, or clarification of the requirements of the Contract Documents, and does not modify the Contract Documents.
- C. If the RFI indicates that a contract modification is required, the Owner's Representative will take appropriate action.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

Section 01 3300 Submittal Procedures

Part 1 General

1.01 Submittals - General

The CONTRACTOR shall submit Shop Drawings, product data, and Samples, as required by the individual Specification Sections, to the ENGINEER for review in accordance with the provisions of the General Conditions.

1.02 Progress Schedules

The CONTRACTOR shall submit two (2) copies of Progress Schedules indicating the starting and completion dates of the various stages of the Work and estimated payments during the next three (3) months to the ENGINEER. The proposed Progress Schedules shall be submitted to the ENGINEER prior to the preconstruction meeting. The CONTRACTOR shall distribute copies of the Progress Schedules during the preconstruction meeting for discussion. The Progress Schedules shall be updated by the CONTRACTOR and submitted to the ENGINEER, as a part of applications for progress payments, through completion of the Work. Failure to update progress schedule may be the basis for rejection of applications for progress payments.

1.03 Shop Drawing Schedule

The CONTRACTOR shall submit two (2) copies of Shop Drawing Schedules indicating the individual items and submission dates to the ENGINEER. A preliminary Schedule in accordance with the requirements in the General Conditions shall be submitted by the CONTRACTOR prior to the preconstruction meeting. Copies of this preliminary Schedule shall be made available by the CONTRACTOR during the preconstruction meeting. A final Schedule shall be submitted by the CONTRACTOR at least ten (10) days prior to submitting the first Application for a Payment.

1.04 Schedule of Values

The CONTRACTOR, if applicable, shall submit two (2) copies of Schedules of Value of the Work to

the ENGINEER. A preliminary Schedule of Values shall be submitted by the CONTRACTOR prior to the preconstruction meeting. A final Schedule of Values, prepared in accordance with the General Conditions and presented in sufficient detail to serve as the basis for payments during construction, shall be submitted to the ENGINEER for approval at least ten (10) days prior to submitting the first Application for Payment.

1.05 Staking Schedule

The CONTRACTOR shall submit two (2) copies of the Staking Schedule, in accordance with the "Construction Layout" specification section prior to the Start of Construction. This Staking Schedule should be updated as outlined in the specifications and submitted by the CONTRACTOR to the ENGINEER through completion of the Work.

1.06 Applications for Payment

The CONTRACTOR shall submit Applications for Payment to the ENGINEER in accordance with the provisions of Article 14 of the General Conditions. Applications for Payment shall be made on forms provided by or approved by the ENGINEER. Sample CONTRACTOR's Application/Declaration, Payment Schedule and ENGINEER's Certificate forms for this purpose are included in the Contract Documents. Copies of these forms, with Project specific information completed by the ENGINEER, will be given to the CONTRACTOR at the preconstruction meeting or, if applicable, after approval of the final Schedule of Values. The CONTRACTOR shall submit a completed Payment Schedule with an executed CONTRACTOR's Application for Payment and CONTRACTOR's Declaration to the ENGINEER not more often than once per month. The ENGINEER will certify payments with the use of ENGINEER's Certificate for Payment.

1.07 Shop Drawings

The Shop Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to Plan Sheet Number and Detail, and Specification Section Number and Page Number.

1.08 Product Data

The product data shall be presented in a clear and thorough manner identified the same as the Shop Drawings. Included with the information shall be performance characteristics and capacities depicting dimensions and clearances required.

The manufacturer's standard schematic drawings and diagrams shall be modified to delete information which is not applicable to the Work. Manufacturer's standard information shall be supplemented to provide information specifically applicable to the Work.

1.09 Samples

The Samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product with integrally related parts and attachment devices depicting full range of color, texture and pattern.

1.10 Submission Requirements

The CONTRACTOR shall make submittals in accordance with the approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other Contractor. No damages will be awarded or extension of time granted due to the Shop Drawing and product data review process.

The CONTRACTOR shall submit an entire package of Shop Drawings and product data information for major items of Work so that the ENGINEER can review the package as a unit.

The number of submittals required shall be two (2) reproducible and two (2) prints per Shop Drawings and seven (7) copies of each product data information sheet. Submittals shall contain the following information:

- Field dimensions, clearly identified as such.

- Relation to adjacent or critical features of the Work or materials.
- Applicable standards, such as ASTM or Federal Specification Numbers.
- Identification of deviations from Contract Documents.
- Identification of revisions on resubmittals.
- CONTRACTOR's stamp indicating as a minimum the Project Title, Date of Submission, Date of Previous Submission, and Specification Section number.

CONTRACTOR's stamp shall be initialed or signed, certifying the CONTRACTOR's review and approval of submittal per the General Conditions, verification of products, field measurements, field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

The ENGINEER shall affix a stamp and initials or signature and indicate confirmation or requirements for resubmittal. The ENGINEER shall return to the CONTRACTOR one (1) of the reproducible and three (3) copies of the product data information for distribution or for resubmission.

1.11 Resubmission Requirements

The CONTRACTOR shall make all corrections or changes in the submittals required by the ENGINEER and resubmit. The CONTRACTOR shall indicate any changes which have been made other than those requested by the ENGINEER.

1.12 Specification Section Requirements

Miscellaneous schedules, field reports, test reports, affidavits, certificates, permits, agreements and other items identified in the Specification Sections, or as requested by the ENGINEER shall be submitted to the ENGINEER in duplicate. As a minimum, these submittals should be identified with the Project title, date of submission, and Specification section reference.

1.13 Manufacturer's Operation and Maintenance Data

The CONTRACTOR shall furnish four (4) copies of all operation and maintenance data required per the various Specification Sections. Prior to 50% completion of the Project, the CONTRACTOR shall have submitted one (1) acceptable copy to the ENGINEER for review.

The operation and maintenance data shall be bound in a suitable number of 3-inch or 4-inch, 3-ring hard cover binders. Permanently imprinted on the cover shall be the words "Manufacturer's Operation and Maintenance Data", Project title, location of the Project, and the date. A table of contents shall be provided in the front of each binder to list the various sections in the manual.

The information to be provided in each section of the manual, for each piece of equipment and project component shall include, but not be limited to, detailed equipment drawings; sections cut through all of the major equipment and subassemblies; installation and operational procedures; complete wiring and piping schematics; lubrication materials and procedures; maintenance procedures; and parts lists complete enough to permit identification of parts by nomenclature, manufacturer's part number and use.

At the front of each section a maintenance schedule shall be provided for each piece of equipment in the section. The schedule shall display the daily, weekly, monthly, semi-annual, annual or fraction thereof, lubrication and preventative maintenance required in order to meet warranty conditions and the manufacturer's recommendations for optimum performance and life of the unit. A common schedule format is to be developed and used for all of the sections. Photocopies or reproductions of the manufacturer's literature will not be accepted.

1.14 Photographs

When required in the Summary of Work, Section 01 1100, the CONTRACTOR shall furnish the ENGINEER a total of four (4) color photographs and negatives each month during construction of the Project. Prints shall be 8" x 10" and shall be

inserted in transparent sheet protection suitable for binding. All photographs shall be taken at such times and of such views as the ENGINEER directs.

The following information shall be placed on the back of the photos: job name, contract number, description of view and date of photograph. The CONTRACTOR shall submit photographs monthly along with the Application for progress Payment as described in Article 14 of the General Conditions.

1.15 Audio/Video Route Survey

When required in the Summary of Work, Section 01 1100, or the Proposal, the CONTRACTOR shall furnish the ENGINEER with an "Audio/Video Route Survey" record of the existing conditions prior to the start of construction. CONTRACTOR must enlist the services of a firm having a minimum of one (1) year experience in audio/video recording of construction projects.

Prior to beginning the audio/video recording, the CONTRACTOR shall review with the ENGINEER the Project requirements to ensure that the audio/video is adequate for its intended purpose. The OWNER shall have the authority to designate areas for which coverage may be added or omitted. The audio/video recording shall be done prior to placement of materials or equipment on the construction area and furnished one (1) week prior to the preconstruction meeting.

A. Format

Audio/Video route survey shall be submitted in the format(s) as specified in Section 01 1100, Summary of Work.

1. DVD Disk

Audio/video route survey submission shall be on DVD media meeting the following specifications:

Media: DVD-R or DVD+R,
4.7GB, single layer

Format: DVD – Video

Video Encoding: Highest available
bit rate (6-9 Megabit), 60
fields per second
interlaced video

Audio Encoding: Uncompressed
stereo wave or stereo
Dolby Digital (256 kilobit
or better)

Aspect Ratio: 4x3 (720x480 pixels)
No Macro vision or other copy protection
encoding. No region code or region code 1.

2. VHS Video Cassette Tape
½-inch VHS format cassette tape suitable
for play-back on video color equipment.
All recording must be made on continuous
running audio/video tapes.

Complete coverage shall include all surface features located within the public right-of-way, easement areas and adjacent private properties up to building line when such properties lie within the zone of influence of construction and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, culvert, headwalls, retaining walls, and buildings located within such zone of influence. Video coverage shall be clear enough to identify cracks, depressions, holes and other defects in existing surfaces.

Houses and buildings shall be identified visually by house number, when visible, in such a manner that structures of the proposed system can be located by reference. In all instances, however, location shall be identified by audio or visual means at intervals not-to-exceed 100 linear feet (30 m) in the general direction of travel.

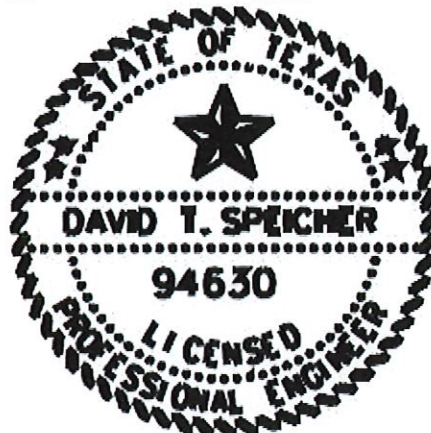
When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall be not less than 12 feet (3.5 m) to ensure proper perspective. The rate of speed in the general direction of travel of the conveyance used during recording shall not exceed 30 feet/minute (10 m/min). Panning rates and zoom-in, zoom-out rates shall be controlled sufficiently such that stop action during play-back will produce clarity of detail of the object viewed.

All video recordings must, by electronic means, display continuously and simultaneously generated transparent digital information to include the date and time of recording, as well as the corresponding engineering stationing numbers

as shown on the Plans. The date information will contain the month, day, and year. For example, mm/dd/yy, and be placed directly below the time information. The time information shall consist of hours, minutes, and seconds, separated by colons. For example, hh:mm:ss. This transparent information will appear on the extreme upper left hand third of the screen. The engineering stationing numbers must be continuous, accurate and correspond to the Project stationing and must include the standard engineering symbols. For example, 14 + 84. This transparent information must appear in the lower half of the viewing screen.

All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten (10) percent of the ground area is covered with snow or standing water, unless otherwise authorized by the OWNER in writing.

In some instances



audio/video coverage may not be suitable for recording necessary details. In such instances, the OWNER may specify still photographs to provide coverage. One (1) color print of each such photograph shall be provided in 8" x 10" size. A suitable description of location of photograph shall be attached permanently to each print.

Any portion of the Audio/Video Route Survey of insufficient quality as determined by the ENGINEER shall be redone by the CONTRACTOR at no additional cost to the

OWNER.

All DVD disks or video cassettes shall be properly identified as to Project, location, time, and date in a manner acceptable to the OWNER.

Part 2 Products (Not

Used) Part 3

Execution (Not Used)

End of Section

Section 01 4500 Quality Control

Part 1 General

1.01 General Requirements

Sampling of materials will be made by the Testing Laboratory in accordance with the methods designated by the Specifications. The CONTRACTOR shall furnish such facilities as the testing laboratory may require for collecting, storing, and forwarding samples to the Laboratory. The CONTRACTOR in all cases shall furnish the required samples to the testing laboratory without charge. All costs shall be paid for by the contractor and considered subsidiary to the item being tested.

1.02 Tests of Materials

SECTION INCLUDES

- A. Testing laboratory services and Contractor responsibilities related to those services.

REFERENCES

- A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.
- C. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- D. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

SELECTION AND PAYMENT

- A. The Contractor shall employ and pay for the services of an independent testing laboratory, or laboratories, to perform product and material quality control, perform in-place quality control and verification identified in individual Specification sections.
- B. Employment of a testing laboratory by the Contractor shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- C. Remedial work and re-testing costs, resulting from deficiencies in materials and/or workmanship, shall be borne by the Contractor. All costs shall be paid for by the contractor and considered subsidiary to the item being tested.

QUALIFICATION OF LABORATORY

- A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.
- B. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

LABORATORY REPORTS

- A. The testing laboratory shall provide and distribute copies of laboratory reports to the Engineer.
- B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.

- C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately from the testing laboratory to the material supplier, Contractor, Engineer and Resident Project Representative.

LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of the Contractor.
- D. Laboratory has no authority to stop the Work.

CONTRACTOR RESPONSIBILITIES

- A. Provide safe access to the Work and to manufacturer's facilities for the Engineer, Resident Project Representative and for testing laboratory personnel.
- B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.
- C. Notify the Resident Project Representative and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.
- D. Notify the Resident Project Representative 24 hours in advance if the Specification requires the presence of the Resident Project Representative or testing laboratory for sampling or testing.
- E. Request and monitor testing as required to provide timely results and to avoid delay to the Work.

Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.

- F. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

1.03 Certification of Materials

At the request of the ENGINEER, the CONTRACTOR shall provide the ENGINEER with certification that the various materials to be used conform to the standards referred to in the Contract Documents.

1.04 Source Quality Control

Testing identified in the Specifications as Source Quality Control, which is required to establish quality of materials, equipment or fabricated items, shall be paid for by the CONTRACTOR.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

Section 01 5000

Temporary Facilities and Controls

Part 1 General

1.01 Site Access and Parking

- A. CONTRACTOR shall locate roads, drives, walks and parking facilities to provide uninterrupted access to construction offices, mobilization, Work, storage areas, and other areas required for execution of the Contract. Access drives and parking areas shall be hard surfaced unless otherwise approved by ENGINEER.
- B. CONTRACTOR shall maintain driveways a minimum of 15 feet (5 m) wide between and around combustible materials in storage and mobilization areas.
- C. CONTRACTOR shall maintain traffic areas as free as possible of excavated materials, construction equipment, products, snow, ice, and debris.
- D. CONTRACTOR shall not utilize existing parking facilities for construction personnel or for CONTRACTOR's vehicles or equipment, unless written permission from owner of parking facility is obtained.

1.02 Trucking Route and Public Road Maintenance

- A. Prior to the start of construction, CONTRACTOR shall submit for review a schedule and list indicating the streets and roads within the municipality that his equipment will use off the Project site.
- B. CONTRACTOR shall comply with all safety requirements, weight restrictions and speed limits.
- C. Gravel and dirt roads or streets used shall be maintained by grading, placing dust palliatives and maintenance gravel in sufficient quantities to eliminate dust and maintain traffic.
- D. Paved streets shall be maintained in a reasonable state of cleanliness and CONTRACTOR shall remove accumulations of debris, dirt or mud caused by his operations. Removal shall be done in such a manner as to prevent the release of dust. This shall be done at least every day at the close of each day's operation or additionally when requested by ENGINEER.
- E. Roads or streets damaged by CONTRACTOR's operations, shall be repaired or removed and replaced to satisfactions of the agency having jurisdiction at no additional cost to the Owner.
- F. CONTRACTOR shall not store any equipment, supplies, construction material or excess excavated material on any roads or streets unless otherwise approved by ENGINEER.

1.03 Emergency Access

- A. CONTRACTOR shall provide emergency access to properties in the vicinity of the construction for police vehicles, fire equipment, ambulances or other emergency vehicles to protect life, health and property. Any areas damaged by emergency vehicles shall be restored by CONTRACTOR at no additional cost to OWNER.

1.04 Private or Public Roads, Sidewalks, and Parking Areas

- A. Where public roads, driveways, parking areas and sidewalks are encountered throughout the community, CONTRACTOR shall maintain those portions affected by the construction operations in a passable condition until such time as final restoration of these improvements can be made as specified.
 - 1. If, in the opinion of ENGINEER, the public safety is in danger or the necessity exists for maintaining traffic, ENGINEER may direct that backfilling be completed immediately.
 - 2. In the event that the necessary backfill material and equipment are not available when direction is given for immediate backfill, the trench shall be backfilled with native material to provide for the necessary maintenance of traffic and safety; however, the native material shall be removed within 48 hours and the trench properly backfilled as specified.
- B. Where private roads are encountered throughout the community, CONTRACTOR shall maintain those portions affected by its construction operations in a passable condition. These roads shall be maintained by the use of 21A road maintenance gravel, stone or slag.
 - 1. In the event the original subbase has been destroyed, CONTRACTOR shall furnish and install 1-inch to 2-inch (25 to 50 mm) aggregate to stabilize the existing subbase.
 - 2. Upon completion of the construction activities, CONTRACTOR shall shape and regrade these roads leaving them in a condition as good as or better than original, and adequate for normal travel.

1.05 Road Closing

- A. No street, road or section thereof shall be closed to through traffic unless otherwise provided for on the Plans, Specifications, or authorized by the agency with jurisdiction over the roads. Prior to closing a street, road, or section thereof, CONTRACTOR shall provide ENGINEER with a copy of a detour plan approved by the agency having jurisdiction over the roads.
- B. In the event roads or streets are to be closed, CONTRACTOR shall notify the local fire department, police department, local road authority, ambulance and emergency services, Department of Public Works, public transit authority and public school system daily as to what streets will be partly blocked or closed, the length of time the streets will be blocked or closed and when the streets will be reopened to traffic. CONTRACTOR shall designate one responsible employee to carry out the requirements of this condition.
- C. During the time that the road is closed, CONTRACTOR shall make provision for trash, leaf, and rubbish pickup.

1.06 Maintaining Traffic

- A. CONTRACTOR shall provide access for local traffic to property along the Project by means of temporary roads, drives, culverts or other means approved by ENGINEER. CONTRACTOR shall grade, add surfacing materials, and dust palliatives to such temporary roads and drives as necessary for the proper maintenance of traffic.

- B. Where the shoulder is used to maintain traffic, the shoulder shall be graded, surfaced, treated for dust, constructed, or reconstructed, as specified herein or as shown on the Plans.
 - 1. If the construction work is suspended due to weather conditions, winter shut down or for any other reason, sufficient labor, materials and equipment shall be ready for immediate use at all times for the proper maintenance of traffic.
 - 2. Surfacing materials and dust palliatives shall be applied at such times and locations and in such amounts as necessary to safely maintain traffic and as determined by ENGINEER.
- C. Where shoulders are low, high, soft or rough, adequate provisions shall be taken to inform and protect the traveling public by means such as construction warning signs, barricades, lighted devices, etc. Such shoulder hazards shall be eliminated as soon as practicable.
- D. CONTRACTOR shall furnish, erect and maintain all signs, barricades, lights, and traffic regulators, in accordance with the requirements of the current "Texas Manual of Uniform Traffic Control Devices." Furnish flagmen and watchmen as are necessary to maintain and safeguard traffic along the entire Project.
 - 1. Failure to comply with these requirements may be cause for the OWNER to issue a stop Work Order, which shall remain in effect until all necessary devices are in place and operational.
 - 2. The issuance of a stop Work Order shall not be reason for granting additional compensation or an extension to the Contract Time.
 - 3. Furnishing, installing, and maintaining traffic control devices shall be incidental to the Project unless otherwise provided for in the Proposal.

1.07 Existing Signs

- A. No stop sign, traffic control or warning device or sign shall be taken down until the agency having jurisdiction over the roads has been notified and arrangements for the immediate reinstallation has been made.
- B. CONTRACTOR shall provide temporary signs, traffic control devices, warning devices, or watchmen continuously from the time the item is removed until it is reinstalled.
- C. Signs removed shall be replaced with signs meeting requirements of the agency having jurisdiction over the roads.

1.08 Temporary Electricity and Lighting

- A. CONTRACTOR shall be responsible for and pay all costs for the installation and removal of circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction-type power cords and shall pay all costs of electrical power used.
- B. Electrical wiring and distribution shall conform to the adopted code by the State of Texas.

1.09 Telephone

- A. CONTRACTOR is required to provide telephone service for contacting emergency services. Such emergency telephone service shall also be available for the use of OWNER and ENGINEER whether or not a field office is required for the Project. Emergency phone numbers are required to be posted.
- B. CONTRACTOR shall pay all costs for installation, maintenance and removal, and service charges for local calls to provide service for his construction site office as well as for ENGINEER's field office. Toll charges for calls relating to Project business shall be at CONTRACTOR'S expense.

1.10 Use of Water

CONTRACTOR shall acquire any and all permits, post any bonds and pay all fees required by the local agency having jurisdiction prior to using any hydrant or any other source of water. CONTRACTOR shall reimburse the local community for water consumed during course of the Project at the current rate as set by the agency having jurisdiction.

1.11 Sanitary Provisions

CONTRACTOR shall be responsible for installation, maintenance and removal of temporary sanitary facilities for use of construction personnel including OWNER and ENGINEER. All rules and regulations of the State and local health officials shall be observed, with precautions taken to avoid creating unsanitary conditions.

1.12 Potable Water

CONTRACTOR shall furnish a supply of potable water, available for use of construction personnel including OWNER and ENGINEER.

1.13 Medical Services and First Aid

- A. CONTRACTOR shall furnish first aid supplies and a person trained in first aid with a valid first aid certificate, available for use of construction personnel including OWNER and ENGINEER. CONTRACTOR shall also furnish a communication system for contacting emergency services. Telephone numbers of the physician, hospital, or emergency services shall be conspicuously posted at the job site.

1.14 Postal Service

- A. Residents of this Project area receive their mail at roadside mailboxes. Since the postal service will not deliver mail to a resident without a mailbox or a mailbox that is not in its proper position, the CONTRACTOR shall provide temporary mailboxes grouped together in an area designated on the plans.
- B. If required, CONTRACTOR shall furnish new posts for the mailboxes if the existing posts are broken or rotted to the extent that they cannot be reused.
- C. Mailbox damaged by CONTRACTOR while carrying out his operations or by anyone else while the box is down due to CONTRACTOR's operation, shall be replaced by CONTRACTOR with a new mailbox meeting the postal officials' specifications and the resident's name and address neatly lettered with paint or other acceptable means to the satisfaction of the

resident and postal authorities. Cost for relocating mailboxes shall be incidental to the Project unless otherwise specified in the Proposal.

1.15 Newspaper Delivery

Residents of this Project area may receive their newspapers at roadside tubes. Since the resident arranges for newspaper delivery, CONTRACTOR shall notify the resident 24 hours prior to removal of any newspaper tube. Newspaper tubes damaged by CONTRACTOR while carrying out his operations or by anyone else while the tube is down due to CONTRACTOR's operation, shall be replaced as agreed between CONTRACTOR and the newspaper who owns the damaged tube. Cost shall be incidental to the Project.

1.16 Bypass Pumping

- A. CONTRACTOR shall maintain flow in existing sewers at all times by pumping, bypassing, or fluming as necessary.
 - 1. During wet weather events, the flow in the sewer will rise rapidly and may become surcharged.
 - 2. CONTRACTOR shall maintain flow in such a manner as the existing flow can be adequately transported including wet weather flow.
 - 3. CONTRACTOR shall furnish, install, operate, and maintain temporary pumping facilities to service the upstream area including piping, temporary channels, pumps, sumps, controls, temporary plugs, and bulkheads.
- B. For sanitary sewerage, by-pass piping shall be PVC Schedule 80, ABS truss pipe, or equivalent with solvent welded joints, or HDPE with butt fused joints.
 - 1. Flexible hoses of whatever types are not acceptable.
 - 2. By-passed flow shall be discharged to a sanitary sewer of acceptable size to handle the bypassed and existing flows.
 - 3. CONTRACTOR shall plan his operation such that there will be no backups, leaks, or discharges of pollutants.
- C. CONTRACTOR shall also furnish and have available onsite, redundant pumping facilities in case of any failure of the pumping system including pumps, piping, electrical, connections, etc.
 - 1. Redundant pumping facilities also include having a backup power generator in case the primary power source fails.
 - 2. CONTRACTOR shall provide an adequate labor force to oversee the by-pass pumping including providing labor to maintain 24 hour per day operation and emergency backup service.

- D. CONTRACTOR shall also furnish and have available onsite, redundant pumping facilities in case of any failure of the pumping system including pumps, piping, electrical, connections, etc.
 - 1. Redundant pumping facilities also include having a backup power generator in case the primary power source fails.
 - 2. CONTRACTOR shall provide an adequate labor force to oversee the by-pass pumping including providing labor to maintain 24 hour per day operation and emergency backup service.
- E. Costs for pumping and bypassing flow shall be included in the unit price bid for other items of Work unless otherwise specified in the Proposal.
- F. CONTRACTOR shall submit a by-pass pumping/diversion scheme to ENGINEER for approval not less than 15 days prior to any anticipated bypass pumping/diversion. Bypass plan shall include pumping capacity and expected flow rates.

Part 2 Products

2.01 Barricades, Arrow Boards, Temporary Pavement Markings, and Temporary Signs

Barricades, Arrow Boards, Temporary Pavement Markings, Temporary Signs, and other traffic control devices shall be in accordance with the current TxDOT Standard Specifications for Construction and Maintenance of Highways, streets, and Bridges, and the current edition of the Texas Manual of Uniform Traffic Control Devices.

Part 3 Execution (Not Used)

End of Section

Section 01 5713

Temporary Erosion and Sediment Control

Part 1 General

1.01 Scope of Work

- A. This Section includes furnishing, installing, maintaining, and removing at project completion, Soil Erosion and Sedimentation Control devices. Devices include silt fence, turbidity barriers, temporary gravel construction entrance/exits, inlet filters, ditch sediment traps, etc. This work is considered subsidiary to Item 5P.

1.02 Related Work Specified Elsewhere

- A. Section 01 2200: Unit Prices
- B. Section 01 8900: Site Construction Performance Requirements
- C. Section 31 2313: Subgrade Preparation
- D. Section 31 2319: Structural Excavation and Backfill
- E. Section 31 2333: Trenching and Backfilling
- F. Section 32 9223: Sodding
- G. Section 33 1100: Water Utility Distribution Piping
- H. Section 33 3000: Sanitary Utility Sewerage Piping
- I. Section 33 3400: Sanitary Utility Force Mains
- J. Section 33 4100: Storm Utility Drainage Piping

1.03 Reference Standards

ASTM American Society for Testing and Materials

1.04 Requirements of Regulatory Agencies

- A. CONTRACTOR, at his expense, shall secure all permits, and post all bonds or deposits required to comply with the "Soil Erosion and Sedimentation Control," requirements.
- B. Comply with requirements of all agencies having jurisdiction. OWNER may withhold payment to CONTRACTOR equivalent to any fines resulting from non-compliance with applicable regulations.

1.05 Performance Requirements

- A. Employ Best Management Practices as defined by standard EPA 832-R-92-005.
- B. Put preventative measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- C. Control increased storm water runoff due to disturbance of surface cover due to construction activities for this Project.

- D. Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this Project.
- E. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall event that might occur in 10 years.
- F. Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this Project. Prevent windblown soil from leaving the project site. Comply with fugitive dust ordinances of agencies having jurisdiction. Prevent tracking or flowing of mud and sediment onto public or private roads, sidewalks or pavements outside of the site.
- G. Prevent sedimentation of waterways on or off the project site, including rivers, streams, lakes, ponds, open drainage ditches, storm sewers, and sanitary sewers. If sedimentation occurs, install or correct preventative measures immediately at no cost to OWNER. Comply with requirements of agencies having jurisdiction.
- H. Maintain temporary preventative measures until permanent measures have been established. Remove temporary measures when permanent measures have been established.
- I. If erosion or sedimentation occurs due to non-compliance with these requirements, remove deposited sediment or restore eroded areas at no cost to OWNER.

1.06 Submittals

Submit schedule of Soil Erosion and Sedimentation Control activities to agency having jurisdiction. Include events (with days and/or dates of the various activities) for review and approval prior to obtaining a permit.

Part 2 Products

2.01 Silt Fence

- A. Polypropylene geotextile fabric, resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; meeting the following requirements:
 - 1. Average Opening Size: 30 U.S. Std. Sieve 600 μm), maximum; ASTM D4751.
 - 2. Permittivity: 0.05 sec^{-1} , minimum; ASTM D4491.
 - 3. Ultraviolet Resistance: Retaining at least 70% of tensile strength; ASTM D4355 after 500 hours exposure.
 - 4. Tensile Strength: 100 lb-f (445 N) minimum, in cross-machine direction; 124 lb-f (551 N) minimum in machine direction; ASTM D4632.
 - 5. Elongation: 15 to 30%; ASTM D4632.
- B. Tear Strength: 55 lb-f (244 N) minimum; ASTM D4533. Posts shall be 2 by 2-inch (50 mm x 50 mm) cross section hardwood stakes, minimum 3-feet (1.0 m) long.

2.02 Turbidity Barrier

- A. Geotextile fabric curtain suspended from flotation devices at the water surface and held in a vertical position by a ballast chain in the lower hem. Turbidity barrier curtain shall meet the following minimum requirements unless otherwise specified on the plans.

1. Consist of vinyl laminate on 1000 denier polyester fabric weighing 18 ounce per square yard (610 g/m²) minimum.
2. Tensile strength of fabric shall be 220 lbs (100 kg) minimum.
3. Edges of fabric to be reinforced with minimum 5/8-inch (16 mm) diameter polypropylene rope.
4. Ballast chain minimum 5/16-inch (8 mm) galvanized steel.
5. Buoyancy blocks providing buoyancy of 18lbs/l.f (27 kg/m).
6. Length of curtain (water depth) 5-feet (1.5 m).

2.03 Dewatering Discharge Filter Bag

- A. UV-stabilized, non-woven geotextile bag to filter sediment from water prior to discharging. Geotextile fabric shall meet the following minimum average roll requirements:

1. Tensile Strength: 180 lb-f (200 N) minimum; ASTM D4632
2. Elongation: 50 percent minimum; ASTM D4632
3. CBR Puncture Strength: 300 lb-f minimum; ASTM D6241
4. Trapezoidal Tear: 70 lb-f (310 N) minimum; ASTM D4533
5. Flow Rate: 80 gal/min/sf. (54 l/s/m²) Minimum; ASTM D4491
6. Permittivity: 1.4 sec⁻¹ minimum; ASTM D4491
7. Apparent Opening Size: 80 U.S. Std. Sieve maximum; ASTM D4751
8. UV-Stability: 70% retained strength; ASTM D4355 after 500 hours.

2.04 Erosion Control Blankets

- A. Machine produced blanket with a consistent thickness of evenly distributed straw or coconut fiber as specified. Unless otherwise specified on the Plans, the erosion control blanket shall have the following minimum properties:

1. Double net 100% straw blanket.
2. Top and bottom photodegradable polypropylene netting, 1.64 lbs./1,000 sft. (0.8 kg/ m²) approximate weight.
3. 100% agricultural straw 0.5 lbs/sy (.27 kg/m²).
4. Stitch spacing: 1.5 inches (40 mm) on centers.

- B. Pegs shall be 6-inch (150 mm) long, hardwood pegs.

2.05 Bonded Fiber Matrix

- A. Bonded fiber matrix (BFM) shall consist of long strand, residual, softwood fibers joined together by a high-strength, non toxic adhesive. BFM shall be 100% biodegradable, and be non-toxic to fish, wildlife, and humans. Upon drying the matrix shall form a high strength, porous and erosion resistant mat that shall not inhibit the germination and growth of plants. BFM shall retain its form despite re-wetting.

- B. Bonded fiber matrix shall consist of:

1. Seed and Fertilizer per Section 32 9219, Seeding.

2. Wood Fiber Mulch: Thermo-mechanically defibrated long, softwood fibers manufactured from select northern softwood wood chips.
 3. Polyacrylamide Binder: Site specific, fully biodegradable, polyacrylamides (PAM's) binders, with cross-linking long organic jute fibers
- C. Materials shall be mixed at the rate of 80 lbs/acre (90 kg/Ha) of PAM binder and 2500 lbs/acre (2800 kg/Ha) of wood fiber mulch.

2.06 Inlet Filter Fabric

- A. Filter fabric shall be constructed of 100% continuous polyester needle-punched non-woven engineering fabric. Filter fabric shall be fabricated to provide a direct fit with the drainage structure cover. Filter fabric shall have the following minimum physical properties.
1. Tensile Strength: 80 lb-f (.355 kN) minimum; ASTM D4632
 2. Elongation: 50 percent minimum; ASTM D4632
 3. CBR Puncture Strength: 300 lb-f minimum; ASTM D6241
 4. Trapezoidal Tear: 70 lb-f (310 N) minimum; ASTM D4533
 5. Flow Rate: 80 gal/min/sf. (54 l/s/m²) Minimum; ASTM D4491
 6. Permittivity: 1.4 sec⁻¹ minimum; ASTM D4491
 7. Apparent Opening Size: 100 U.S. Std. Sieve (150 µm) maximum; ASTM D4751
 8. UV-Stability: 70% retained strength; ASTM D4355 after 500 hours.

2.07 Acceptable Manufacturers

- A. Acceptable manufacturers include the following:
1. Turbidity Barrier: Tough Guy Type II by Aer-flo Canvas Products, Inc.
 2. Wood Fiber Mulch: EcoFibre by Canfor Corporation.
 3. Polyacrylamide Binder: HydroTurboNet by Straw Net, Inc.

Part 3 Execution

3.01 Examination

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to the greatest extent possible.
- B. Except in areas to be cleared, do not remove, cut, deface, injure or destroy trees or shrubs without ENGINEER's approval. Protect existing trees or shrubs that are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations, with suitable fences or other means as approved by ENGINEER.

3.02 Preparation

- A. Review the drawings and Storm Water Pollution Prevention Plan (SWPPP).
- B. Revise SWPPP as necessary to address potential pollution from site identified after issuance of the SWPPP at no additional cost to Owner.
- C. Conduct storm water pre-construction meeting with Site Contractor, all ground-disturbing Subcontractors, site Engineer of record or someone from their office familiar

with the site and SWPPP, and state or local agency personnel in accordance with requirements of the special conditions.

- D. Schedule work so that the soil surfaces are left exposed for the minimum amount of time. Place permanent soil and sedimentation control measures as soon as practical.

3.03 General

- A. Do not discharge excavation ground water to the sanitary sewer, storm sewer, or to rivers, streams, etc. without authorization from the agency having jurisdiction. Construction site runoff will be prevented from entering any storm drain, river, stream, etc. directly by the use of silt fences or other suitable methods. CONTRACTOR shall provide erosion protection of surrounding soils.
- B. Sedimentation control devices shall be installed prior to CONTRACTOR beginning Work. Soil erosion and sedimentation control devices shall be maintained in an effective functioning condition at all times during the course of the Work.
- C. Immediately bring earthwork to final grade and protect sideslopes and backslopes from erosion. Plan and conduct earthwork to minimize duration of exposure of unprotected soils.

3.04 Installation - General

- A. Install silt fences, ditch sediment traps, check dams, inlet filters, temporary gravel construction entrance/exits, turbidity barriers, erosion control blankets and other soil erosion control devices in accordance with the drawings and Storm Water Pollution Prevention Plan, or as may be dictated by site conditions in order to maintain the intent of the specifications and permits.
- B. Deficiencies or changes on the drawings or SWPP shall be corrected or implemented as site conditions change. Changes during construction shall be noted in the SWPP and posted on the drawings.
- C. OWNER has authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and to direct CONTRACTOR to provide immediate permanent or temporary pollution control measures.
- D. Remove temporary control devices after permanent measure are established. Remove and replace temporary control devices if they become ineffective at no additional cost to OWNER.
- E. CONTRACTOR shall incorporate permanent erosion control features, paving, permanent slope stabilization, and vegetation into project at earliest practical time to minimize need for temporary controls.
- F. CONTRACTOR shall permanently seed and mulch cut slopes as excavation proceeds to extent considered desirable and practical.

3.05 Dust Control

Keep dust down at all times, including during non-working periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming is not permitted.

3.06 Installation of Erosion Control Blankets

Erosion control blankets shall be pegged at the pattern and rate as recommended by the manufacturer; however, at a minimum, blankets shall be pegged at the rate of 1.75 pegs per square yard (2pegs/m²) of blanket, unless otherwise indicated on the plans.

3.07 Application of Bonded Fiber Matrix

- A. The slope shall be prepared and graded prior to application of bonded fiber matrix (BFM). Mixture of wood fiber mulch and polyacrylamide binder shall be blended, with the appropriate amount of seed and fertilizer per Section 32.09.01, Seeding, according to manufacturer's recommendations.
- B. BFM shall be hydraulically applied to the soil as a viscous mixture, creating a continuous, three-dimensional blanket that adheres to the soil surface. BFM shall be mixed and applied at the rate as specified in Article 2.05 unless otherwise indicated on the Plans.
- C. The resulting coverage must be at least 1/8 inch (3 mm) thick over the entire surface area. BFM shall be applied in two applications from alternate directions to eliminate shadowing, and shall be applied when no rain is expected for 12 hours.

3.08 Dewatering Discharge

- A. Should it be necessary for CONTRACTOR to do any dewatering during the course of construction, CONTRACTOR shall filter all discharge through a discharge filter bag or other sediment control device that will filter all discharge water.
- B. No dewatering discharge shall be allowed to flow unfiltered from the construction site.

3.09 Maintenance

- A. Maintain temporary erosion and sedimentation control systems as dictated by site conditions, indicated in the construction documents, or as directed by governing authorities or OWNER to control sediment until final stabilization.
- B. CONTRACTOR shall respond to maintenance or additional work ordered by OWNER or governing authorities immediately, but in no case, within not more than 48 hours if required at no additional cost to OWNER.

3.10 Inspection

- A. General:
 - 1. Daily inspections by CONTRACTOR, 14-day inspections by CONTRACTOR, and 30-day inspections by ENGINEER must be made to determine the effectiveness of the SWPPP.
 - 2. Inspections shall be performed by a person familiar with the site, the nature of the major construction activities, and qualified to evaluate both overall system performance and individual component performance.

3. Inspector must either be someone empowered to implement BMPs in order to increase effectiveness to an acceptable level or someone with the authority to cause such things to happen.

B. Inspection Frequency Reduction:

1. Inspection frequency may be reduced under the following conditions:
 - a. No active onsite construction activities.
 - b. Temporary cover has been provided across the entire site and no BMPs remain. Situation: waiting for grass to grow, but grass is dormant.
2. Weekly Storm Water Meeting:
 - a. A weekly storm water meeting will be held by CONTRACTOR with those involved in ground-disturbing activities to review the requirements of the permits, the SWPPP, and address any problems that have arisen in implementing the SWPPP or maintaining the BMPs.
 - b. CONTRACTOR shall maintain a log of weekly meetings and document the issues addressed in the meetings on site.
3. Agency Storm Water Inspections:
 - a. A log of inspections by federal, state, or local storm water or other environmental agencies shall be kept in CONTRACTOR's SWPPP.
 - b. The log form should include the date and time of visit and whether a report was issued or will be issued as a result of the inspection.
 - c. Any reports issued will be sent to ENGINEER within 24 hours.

3.11 Project Completion

- A. Remove temporary soil erosion and sedimentation control devices as soon as permanent measures have been established.

End of Section

Section 01 6000

Product Requirements

Part 1 General

1.01 Transportation and Handling

The CONTRACTOR shall provide for expeditious transportation and delivery of materials and equipment to the Project site in an undamaged condition and on a schedule to avoid delay of the Work. Materials and equipment shall be delivered in original containers or packaging with identifying labels intact and legible.

The CONTRACTOR shall provide equipment and personnel at the site to unload and handle materials and equipment in a manner to avoid damage. Materials and equipment shall be handled only at designated lifting points by methods to prevent bending or overstressing.

1.02 Storage and Protection

The CONTRACTOR shall store materials and equipment immediately on delivery and protect it until installed in the Work.

Products subject to damage by elements shall be stored in weather-tight enclosures with temperature and humidity ranges as required by manufacturer's instructions.

Loose granular materials shall be stored on solid surfaces to prevent mixing with foreign matter.

The place of storage shall be located so as to minimize interference with traffic and to provide easy access for inspection. No material shall be stored closer than five (5) feet (1.5 m) to the edge of a pavement or traveled way open to the public.

Materials that have been stored shall be subject to retest and shall meet the requirements of their respective specifications at the time they are to be used in the Work.

The CONTRACTOR shall provide protection of stored or installed materials and equipment as necessary to prevent damage from traffic and subsequent operations.

1.03 Manufacturer's Instructions

When the Contract Documents require that installation of Work shall comply with manufacturer's instructions, the CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two (2) copies to the ENGINEER. The CONTRACTOR shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements. Should Project conditions or specified requirements conflict with manufacturer's instructions, consult with ENGINEER for further instructions.

1.04 Products List

Within four (4) days of request, the CONTRACTOR shall submit a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor, if applicable, to the ENGINEER.

1.05 CONTRACTOR's Product Options

For products specified only by reference standard, the CONTRACTOR shall select any product meeting that standard.

For products specified by naming several products or manufacturer's the CONTRACTOR shall select any one of the products or manufacturers named, which complies with the specifications.

For products specified by naming one or more products or manufacturers and "or equal," the CONTRACTOR must submit a Substitution Request Form for any product or manufacturer not specifically named, in accordance with the General Conditions.

For products specified by naming only one product and manufacturer, there is no option.

1.06 Equipment Startup and Testing

The CONTRACTOR shall perform a comprehensive startup and demonstration of equipment performance and compliance with the

design requirements. When there is more than one mode of operation, the equipment shall be operated in every mode to verify proper operation.

When equipment is to operate in conjunction with other equipment as a system, each piece of equipment shall be operated both by itself and automatically as a system to verify its proper operation.

CONTRACTOR is to provide to ENGINEER, in advance of startup, a schedule and listing of startup and testing procedures for review by ENGINEER. Checklists and diagrams may be required to ensure adequate startup and testing. The ENGINEER may recommend changes to the startup procedure as necessary.

All equipment is to be inspected prior to operation for debris or other obstructions. Equipment is to be properly lubricated and calibrated prior to operation. CONTRACTOR shall make all adjustments necessary to assure correct operation. When required, equipment installation and operation is to be witnessed and checked by manufacturer.

When required, the CONTRACTOR shall train OWNER's operation and maintenance personnel in the proper operation and maintenance of each piece of equipment and the system as a whole.

All equipment startup is to be witnessed by the OWNER and ENGINEER.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

Section 01 7123.26

Construction Survey and Staking

Part 1 General

1.01 Scope of Work

- A. CONTRACTOR shall furnish labor, materials, tools and equipment necessary to perform construction layout, control, and reference staking for satisfactory completion of the project. This includes, but is not limited to:

1. Placing, replacing (if necessary), and maintaining construction layout points;
2. Preparing construction layout drawings, sketches, and computations; and
3. Recording data in field books such as alignment, slope stake, blue top, drainage layout, bridge, and other books used for layout for this Project.

This work is considered subsidiary to the project.

1.02 Submittals

- A. Submit the following documentation in accordance with Section 01 3300:

1. Project Construction Records:

These records detail information that OWNER/ENGINEER uses to determine the template line for the as-built cross sections, which defines the computation line for unclassified excavation. These records include:

- (1) Survey records
- (2) Bound field notebooks
- (3) Computer printouts that record the Project's construction

2. Survey Documents:

Furnish the ENGINEER with a copy of survey documents that relate to construction layout. Provide these documents when ENGINEER requests, or as they are completed. ENGINEER may check the documents for accuracy and may require revisions where necessary. The documents become property of OWNER and will be included in the permanent Project records.

3. Drainage Structure Sketches

- a. Profile both inlet and outlet ends of proposed drainage structures for at least 100 ft (30 m) in the existing ditch line or stream bed. Adjust flowline elevations, if necessary, to enhance the hydraulics and to reduce silting, scouring, or backwater.
- b. Calculate the length of each structure and provide sketches of the structure to ENGINEER for review and approval at least 24 hours before beginning the work.

4. Bridge Layout Sketch:

- a. Furnish a layout sketch before staking on bridges. After staking, submit a revised sketch for ENGINEER's review and approval before beginning construction. Include in the layout sketch relevant stations, angles, dimensions, and redundant checks including exterior beam dimensions in each span. Also include horizontal and vertical clearances with calculations that verify the clearances shown.
- b. Submit for ENGINEER's review and approval survey data and calculations with the layout sketch and information required for bent construction.
- c. Verify the Plan elevations for bridge bearing seats on the substructure.

5. Wall Layout Sketches:

Submit sketches and other data verifying either that the wall will fit the final field conditions, or indicate where revisions are necessary. Submit these sketches well before the wall construction begins so ENGINEER can make any necessary structural design changes.

1.03 Qualifications

A. Personnel:

1. Staking shall be performed under the direct supervision of a Land Surveyor licensed by the State in which the Project is located.
2. CONTRACTOR shall furnish personnel, working under the supervision of a Registered Professional Engineer or Registered Land Surveyor, who are fully qualified and capable of establishing or reestablishing line and grade points necessary to complete the work within the generally accepted surveying tolerances, and ensure that they are acceptable for the work being performed.

B. Equipment:

Equipment shall be of a quality and condition to provide the required accuracy. The equipment shall be maintained in good working order and in proper adjustment. Records of repairs, calibration tests, accuracy checks and adjustments shall be maintained and be available for inspection by ENGINEER. Equipment shall be checked, tested, and adjusted as necessary in conformance with manufacturer's recommendations.

Part 2 Products

2.01 Hubs

- A. Hubs shall be 1½ inch x 1½ inch x 16 inch oak and witness stakes shall be 1 inch x 1 inch x 36 inch oak or other hardwood.
- B. Hubs with tacks shall be used for control points, centerline or baseline offsets and structure stakeout and shall be accompanied by witness stakes marked with the pertinent information. For supplemental stakeout only, witness stakes alone may be

used. For laser grade control and the verification of the laser elevation a hub with witness shall be provided.

Part 3 Execution

3.01 Preparation

A. General Pre-Construction:

1. Before beginning construction ensure that plan dimensions, alignment, and elevations are compatible with existing field conditions. Make adjustments where necessary.
2. Ensure alignment tie-ins by coordinating construction layout with that of other Prime Contractors whose work abuts any portion of the work. Adjustments are subject to ENGINEER's approval.

B. Widening and Reconstruction:

1. Before beginning construction where existing pavement is to be retained either for widening or for reconstruction:
 - a. Take three-point levels of the pavement throughout the length to be retained. Normally, the three-point levels will be required at 50 ft (15 m) intervals. However, ENGINEER may adjust these intervals according to existing field conditions.
 - b. From the three-point levels, prepare a graphic grade plot that "best fits" the existing pavement to minimize the leveling requirements (if any) of the existing roadway. Cross slopes may be varied within the ranges shown on the Plans or adjusted by ENGINEER to produce the "best fit."
2. On passing lane or widening Projects where existing pavement is not to be overlaid:
 - a. Profile and plot the outside edge of the existing pavement to obtain a smooth profile grade.
 - b. Transfer this grade to the new edge of paving using the proper cross slope.
 - c. Furnish data to ENGINEER for approval before beginning widening and reconstruction.
3. On widening, reconstruction, or passing lane projects, obtain ENGINEER's approval of the "best fit" profile. Ensure that grade stakes are set to control the construction of any required widening based upon the "best fit" profile and cross slope. Construct proposed widening flush with the existing edge of paving. Provide positive drainage in all cases.

C. Existing Bridge Widening or Modification:

To widen or modify existing bridges, do the following before ordering materials or beginning construction:

- a. Verify existing elevations and dimensions as well as confirm or determine required new cap elevations.
 - b. Profile the removal line and cross section the existing deck.
 - c. Use this profile information to determine a "best fit" finished grade for the widened portion.
 - d. Compute the new cap elevations based on this "best fit" information.
 - e. Furnish survey data, layout sketch, and calculations to ENGINEER for approval.
- D. Retaining Wall Construction Layout:

Set stakes, take necessary cross sections, and perform necessary calculations at each wall before beginning wall construction to ensure that the geometric design of the retaining wall conforms to actual conditions.
- E. Limits of Clearing and Grubbing:

The boundary of the area(s) to be cleared and grubbed shall be staked or flagged at a maximum interval of 200 feet, closer if needed, to clearly mark the limits of work. When contractor staking is the basis for determining the area for final payment, all boundary stakes will be reviewed by the engineer before start of this work item.
- F. Excavation and Fill:

Slope stakes shall be placed at the intersection of the specified slopes and ground line. Slope stakes and the reference stakes for slopes shall be marked with the stationing, required cut or fill, slope ratio, and horizontal distance from the centerline or other control line.
- G. Structures:

Centerline and offset reference line stakes for location, alignment, and elevation shall be placed for all structures.

3.02 General

- A. Verify plan elevations for all bridge bearing seats on the substructure.
- B. Verify bent layout at each major phase of the construction to ensure that the bent is properly positioned in relation to adjacent bents.
- C. Establish the Centerline:
 - 1. Establish or reestablish the centerline from the monuments and/or reference points OWNER will provide.
 - 2. On widening or reconstruction Projects, establish the horizontal and vertical alignment of the existing roadway and bridges.

3. Modify the Plan horizontal and vertical alignment to conform to the existing alignment as necessary.

D. Verify the Accuracy of the Benchmark(s):

OWNER will furnish at least one benchmark that CONTRACTOR shall preserve, and if necessary, relocate as follows:

- a. Verify the accuracy of the benchmark(s) and report discrepancies to ENGINEER.
- b. Establish additional benchmarks needed for construction.
- c. Maintain the benchmarks for necessary OWNER/ENGINEER checks.

E. Flag In-Place Survey Control Monuments:

Flag and protect in-place survey control monuments and reference points, including Right-of-Way/property line intersections, as follows:

- a. Pay for and replace destroyed or disturbed stakes or monuments.
- b. When included as Pay Items, stake Right-of-Way markers.

F. Line, Grades, and Stakes:

Set other line and grade stakes needed to construct the job, including stakes needed to relocate utilities and restake flattened slopes, minor grade or alignment changes, and other incidentals.

G. Stake Centerline Control Alignments:

Stake centerline control alignments shown on the Plans or adjusted as described above when ENGINEER needs accurate measurement of quantities for payment. Stake these control alignments as follows:

- a. Stake the alignments to an accuracy of 1:5000.
- b. Stake alignments just before OWNER takes aerial photography or field cross sections for both original and final cross sections.
- c. Provide OWNER with elevations of positions staked for OWNER's quantity measurements. Ensure that these elevations are of third order accuracy, or better. Determine them using the differential leveling method.
- d. Take intermediate cross sections required because of stage construction, detours, or other reasons.

H. Provide Graphic Sketches:

Prepare and use graphic sketches of superelevation runout on curves on multi-lane roadways and of tie-ins of ramps to mainline on freeways and expressways to help

provide positive drainage, adequate superelevation, and a pleasing appearance. Prepare and use similar sketches for street or roadway intersections.

I. Maintain the Stakes:

After construction has begun in any segment of the Project, maintain the stakes that identify construction station numbers and locations as follows:

- a. Ensure that stakes are placed at intervals not to exceed 200 ft (60 m) and use even, 100 ft (30 m) stations. Mark and flag stakes so that they are visible to OWNER/ENGINEER in that segment of the Project until construction is complete.
- b. During grading activities in fills or cuts over 20 ft (6 m), extend slope stakes up or down the slopes in intervals of 10 ft (3 m) or less to achieve an accurate cross section.

J. Traffic Markings:

1. When traffic markings are to be placed by either CONTRACTOR or others, furnish the layout and clean and preline the surface to allow the placement of permanent pavement markings on the Project.
2. When traffic markings are not included in the Project plans, OWNER/ENGINEER will provide striping plans and/or standard drawings for CONTRACTOR's use.

K. Provide Bridge Construction Layout:

1. Provide alignment control, grade control, and calculations to set these controls for bridge construction.
2. For new bridges, OWNER/ENGINEER will furnish the necessary input data upon CONTRACTOR's request. OWNER/ENGINEER will process the data to help the CONTRACTOR obtain finished deck elevations.
3. Data processing is available only as an alternate service to determine elevations. If this service is elected for use, prepare the input data and OWNER/ENGINEER will furnish the output data. The following limitations apply:
 - a. OWNER/ENGINEER will not assume liability for the accuracy of either input or output data.
 - b. OWNER/ENGINEER will limit this service to two programs per bridge. This service is not available for existing bridges that are to be widened. Finished deck elevations for bridges that are to be widened will not be furnished.

3.03 Quality Acceptance

ENGINEER's acceptance of CONTRACTOR's layout shall not relieve CONTRACTOR of responsibility to secure proper dimensions for the completed work. CONTRACTOR shall, at his own expense, correct work incorrectly located due to layout error.

End of Section

Section 01 7700

Closeout Procedures

This work is considered subsidiary to the project.

Part 1 General

1.01 Cleaning

- A. CONTRACTOR shall perform periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and wind-blown debris, resulting from construction operations.
- B. Waste material, debris and rubbish shall be periodically removed from the site and disposed of at legal disposal areas away from the site.
- C. Prior to OWNER acceptance CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces, and all Work areas, to verify that the entire Work is clean.
- D. CONTRACTOR shall broom clean exterior paved surfaces and rake clean other exterior surfaces of the site.

1.02 Project Record Documents

CONTRACTOR shall deliver one (1) copy of all Specifications, Plans, Addenda, Shop Drawings and Samples, annotated to show all changes made during the construction process, to ENGINEER upon completion of the Work. Submittal of the record documents shall be made with a transmittal letter 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. Documents shall be submitted in good order and in a legible condition.

1.03 Operation and Maintenance Data

- A. Prior to final inspection or acceptance, CONTRACTOR shall fully instruct OWNER's designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems specified.
- B. Operation and maintenance data required by the individual Specification sections and the manufacturer's operation and maintenance data required in Section 01 3300, Submittal Procedures, shall constitute the basis of such instruction.

1.04 Start Up

CONTRACTOR shall coordinate efforts between OWNER, ENGINEER, any equipment manufacturers, subcontractors and governing agencies in the startup of applicable portions of the Work.

1.05 Substantial Completion

Certification that the Work is substantially complete shall be in accordance with the General Conditions.

1.06 Final Payment and Acceptance

The final inspection, final application for payment and acceptance shall be in accordance with the General Conditions.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

Section 01 8900

Site Construction Performance Requirements

Part 1 General

1.01 Scope

This Section includes general performance requirements for earthwork complete with, reimbursement for crop damage, removal and disposal of structures and obstructions, protection of existing sewers, tiles and mains; protection of existing building and improvements, protection of trees and other types of vegetation, protection of utility lines, requirements for pavement replacement, restoration of driveways and parking areas, restoration of sidewalks, restoration of lawns and disturbed areas, transportation, and disposal of excess excavation. This work is considered subsidiary to the project.

1.02 Related Work Specified Elsewhere

1. Temporary Erosion and Sediment Control: Section 01 5713
2. Subgrade Preparation: Section 31 2313
3. Structural Excavation and Backfill: Section 31 2316
4. Trenching and Backfilling: Section 31 2333
5. Concrete Paving: Section 32 1313
6. Sidewalks and Driveways: Section 32 1315
7. Sodding: Section 32 9223

1.03 Reference Standards

Unless otherwise specified, the Work for this Section shall conform to the applicable portions of the following Standard Specifications:

TxDOT - Texas Department of Transportation
Standard Specifications for
Construction and Maintenance of
Highways, Streets and Bridges, latest
edition.

1.04 Requirements of Regulatory Agencies

CONTRACTOR shall comply with Temporary Erosion and Sediment Control requirements of the State. The CONTRACTOR, at his expense, shall secure all permits, and post all bonds or deposits required to comply with the current "Soil

Erosion and Sedimentation Control," requirements, of the State of Texas.

CONTRACTOR shall comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) Storm Water Program for Construction Activities.

The CONTRACTOR shall provide, maintain and remove such temporary and/or permanent soil erosion and sedimentation control measures as specified on the Plans or as determined by the ENGINEER. The measures shall prevent surface runoff from carrying excavated materials into the waterways, to reduce erosion of the slopes, and to prevent silting in of waterways downstream of the Work. Also, the measures should include provisions to reduce erosion by the wind of all areas stripped of vegetation, including material stockpiles.

1.05 Submittals

Written permission for the use of all disposal and borrow sites shall be obtained and copies shall be furnished to the ENGINEER.

1.06 Protection of Plant Life

All trees, shrubs, and other types of vegetation not within the limits of the Work or not designated on the Plans or by the ENGINEER to be removed, shall be carefully protected from damage or injury during the various construction operations. Any tree, shrub or other type of vegetation not designated to be removed but which is damaged by the CONTRACTOR's operation shall be repaired or replaced by the CONTRACTOR, at his expense, as determined by the ENGINEER.

1.07 Protection of Existing Structures and Improvements

All existing culverts, sewers, drainage structures, manholes, water gate wells, hydrants, water mains, utility poles, overhead lines, underground conduits, underground cables, pavement, or other types of improvements within the construction limits, not designated on the Plans to be removed,

shall be carefully protected from damage during the construction operations. Any existing structure or improvement not designated to be removed, but which is damaged by the CONTRACTOR's operations shall be repaired or replaced by the CONTRACTOR, to the satisfaction of the owner, at his expense.

Any deposits of dirt or debris in sewers, culverts, tiles, drainage structures, manholes, gate wells, etc. caused by the CONTRACTOR shall be cleaned out at the CONTRACTOR's expense.

1.08 Maintaining Drainage

All existing open drains, field and roadway ditches, drainage tile, sewers, enclosed drains, natural and artificial watercourses, surface drainage or any other types of drainage within the limits of the Work shall be maintained and free to discharge during construction. Any drainage facility not designated to be abandoned, but which is damaged, or any drainage interrupted by the CONTRACTOR's operation shall be immediately repaired, replaced, or cleared by the CONTRACTOR. All costs incurred shall be incidental to the excavating, backfilling and compacting or grading operations.

Part 2 Products

2.01 Granular Material

Bank run sand meeting the requirements of TxDOT.

2.02 Aggregate for Shoulders, Parking Areas, Driveways or Roads

Crushed Limestone, Natural Aggregate, or Slag and meeting the requirements of TxDOT.

Part 3 Execution

3.01 General

The various construction operations shall be restricted to the existing right-of-way or the areas indicated on the Plans. If the CONTRACTOR requires additional area, the CONTRACTOR shall

furnish the ENGINEER with written permission obtained from the property owner for any part of the operations he conducts outside of the right-of-way or limits indicated.

3.02 Existing Improvements

The CONTRACTOR shall expose existing sewers and structures to which the new Work is to be connected and notify the ENGINEER of same. The ENGINEER will verify the vertical and horizontal locations of the existing system and shall inform the CONTRACTOR as to the necessary adjustments required to align the new Work with the existing system.

3.03 Existing Utilities

When existing utilities are shown on the Plans, their locations are approximate only, as secured in the field investigation and/or from available public records. The CONTRACTOR, prior to the start of construction, shall contact Miss Dig and the public agency or utility having jurisdiction to request the verification of all utilities within the construction area.

When existing utility lines, structures or utility poles are encountered during the performance of the Work, the CONTRACTOR, at his expense, shall perform his operations in such a manner that the service will be uninterrupted.

The CONTRACTOR shall expose all existing utility lines prior to any excavation operation, to determine any conflict with the proposed improvement. The CONTRACTOR shall be responsible for any relocation required as a result of any conflict of existing utilities shown on the plans, with the proposed improvement.

Should it become necessary to move any utility structure, line or pole shown on the Plans or otherwise found necessary to be moved, the CONTRACTOR shall make all arrangements with the OWNER of the utility for the moving. All costs incurred for such moving shall be at the CONTRACTOR's expense unless indicated otherwise. However, before disturbing a utility line, structure or pole, the CONTRACTOR shall furnish the ENGINEER with satisfactory evidence, in writing, that proper arrangements have been made with the Owner of the utility.

3.04 Utility Poles

The CONTRACTOR shall be responsible for any removal or relocation required as a result of any conflict of existing utility poles (including street light poles, guy poles, telephone poles, etc.) with proposed improvements.

The CONTRACTOR shall make all arrangements for removing or relocating utility poles with the owner of the utility pole.

Prior to disturbing any utility pole, the CONTRACTOR shall provide the ENGINEER with written evidence that proper arrangements have been made with the owner of the utility pole.

When required by the Work, CONTRACTOR shall temporarily support poles in the vicinity of the Work at no additional cost to the OWNER. Support shall be in accordance with and to the satisfaction of the utility company.

3.05 Existing Sewers, Tile, and Mains

Existing sanitary sewers, storm sewers, drain tile, septic tank bed tiles, water mains or building services or leads, that are encountered during the performance of the Work that require relocation or are damaged, shall be restored with new materials equal in quality and type to the materials encountered.

The new material shall be installed as specified in the Contract Documents and per the requirements of the local agencies. The bedding and backfill material, unless otherwise specified, shall be an approved Class II granular material, compacted to 95% of its maximum unit weight.

Seepage bed tile and water mains shall be replaced in accordance with the requirement of the agency having jurisdiction.

The relocation or protection of existing sewers, tiles, tile field, water mains or building services and leads shall be at the CONTRACTOR's expense, unless otherwise indicated in the Contract Documents.

3.06 Existing Structures

Existing surface and subsurface structures may be shown on the Plans, in locations considered most

probable from information secured in the field investigation or from available public records. Neither the correctness nor completeness of such information is guaranteed or implied. All structures shall be protected, preserved or restored by the CONTRACTOR, to the satisfaction of the structure owner, at no additional cost to the Project.

3.07 Existing Buildings

Existing buildings or structures may be encountered throughout the Project within limits of the presently established right-of-way or easement. Good construction methods and procedures shall be employed by the CONTRACTOR, at his expense, to protect the structures.

When it becomes necessary for the CONTRACTOR to move one of these buildings or structures in order to proceed with construction, the CONTRACTOR, at his expense, shall exercise all due care in moving the building or structure to prevent undue damage. Prior to moving an existing building or structure, the CONTRACTOR shall furnish the ENGINEER with satisfactory evidence, in writing, that proper arrangements have been made with the owner.

Unless otherwise specified in the Contract Documents, the length of the move shall be maintained to a minimum which will allow for construction of the improvement.

3.08 Removal of Sewers and Culverts

Unless otherwise specified in the Contract Documents, the CONTRACTOR, at his expense, shall remove any abandoned culvert, pipe, sewer, structure or part of a structure which is to be replaced or rendered useless by the new construction. When a sewer or culvert is removed at a structure, the CONTRACTOR shall install a masonry bulkhead in the structure. Removal of a culvert or sewer also includes the removal and disposal of any end treatments or headwalls.

3.09 Removal of Structures

The removal of existing structures shall consist of removing and salvaging the existing frame and cover. The ends of the existing pipe shall be plugged and braced. The complete structure shall

be removed entirely and disposed of. The excavation shall be backfilled with sand and compacted to 95 percent of its maximum unit weight. Maximum unit weight shall be determined by ASTM D698, Method B.

If a structure is to be removed from a system that is to remain in service, a bypass system, approved by the ENGINEER, shall be installed and maintained by the CONTRACTOR, during the rebuilding period.

3.10 Abandoning Structures

The structure shall be broken down to at least 30 inches (750 mm) below the subgrade. All pipes connected to the structure shall be plugged with a brick, masonry or concrete bulkhead approved by the ENGINEER. The structure shall be backfilled with flowable fill to 1-foot (300 mm) above the pipes and the remainder of the structure backfilled with sand-cement mixture at a 10 to 1 ratio to subgrade elevation or to 1-foot (300 mm) below finished grade. The remainder of the excavation shall be backfilled with a granular material, compacted to 95% of its unit weight, and shall meet with the approval of the ENGINEER. Maximum unit weight shall be determined by ASTM D698, Method B.

3.11 Salvaged Material

Salvaged materials shall become the property of the CONTRACTOR unless otherwise specified in the Contract Documents, and shall be disposed of by the CONTRACTOR, at his expense.

3.12 Trees

All trees excepting those specified on the Plans to be removed, shall be effectively protected by the CONTRACTOR during his construction operations. refer to City of Bastrop B3 Technical Manual. If in the opinion of the ENGINEER, the methods of protection employed by the CONTRACTOR are not adequate, the CONTRACTOR shall carry on his operation by tunneling, or by other approved means, which will not cause undue damage to the trees. The requirements for tree tunneling are as follows:

1. Depth of Cover

Tunnels shall be placed at a minimum depth of 30 inches (0.75 m), measured from the ground surface to the top of the tunnel.

2. Length of Tunnel

Tunnel length in feet (meters) shall be in direct proportion to diameter of tree in inches (millimeters) for trees eight (8) inches (200 mm) or larger in diameter. One (1) foot of tunnel shall be constructed for each inch of tree diameter whenever the trench or any portion thereof approaches the tree trunk a distance in feet equal to one-half the tree diameter in inches. (Or one (1) meter of tunnel shall be constructed for every one hundred millimeters (100 mm) of tree diameter whenever any portion of the trench approaches the tree trunk a distance in meters equal to 1/200 of the tree diameter in millimeters).

Example: A tree 12 inches in diameter shall require a 12-foot tunnel whenever the trench or any portion thereof approaches within six (6) feet of said tree. (A tree 300 mm in diameter shall require a 3 m tunnel whenever any portion of the trench approaches within 1.5m of the tree trunk).

3. Measurements

Trees under eight inches (200 mm) in diameter will require the same length of tunnel as 8-inch (200 mm) trees. Measurements of tree diameters shall be taken four (4) feet (1 m) above the ground surface.

Where the Plans indicate areas allowing the cutting of minor trees, care should be used to keep damage to adjacent trees to an absolute minimum. Where these areas are specifically indicated on the Plan, they are to be cleared and all trunks and branches shall be disposed of by the CONTRACTOR. Debris shall not be bulldozed on to adjacent private property.

Trees damaged by the construction operation shall be repaired so not to inhibit growth or replaced at the expense of the CONTRACTOR. Repair or replacement shall be contingent upon agreement between the damaged tree OWNER and CONTRACTOR. In any event, limbs, branches and roots damaged by the CONTRACTOR shall be properly pruned to the satisfaction of the ENGINEER.

Costs incurred for protection of trees, including tunneling, repair and replacement, if necessary, shall be at the CONTRACTOR's expense.

3.13 Remove and Replace Tree

Tree removal and replacement may be accomplished in two ways. Refer to City of Bastrop B3 Technical Manual.

~~1) The CONTRACTOR may completely remove and dispose of the existing trees, and after the new improvement has been completed, tested, accepted and rough grading has been completed, the CONTRACTOR shall plant new trees, in approximately the same location as the existing trees, of size and with like specie or as directed by the Engineer).~~

~~2) The CONTRACTOR may remove and preserve the existing trees. The trees shall be properly cared for and maintained in a healthy condition. After the new improvement has been installed, tested, accepted and rough grading completed, the trees shall be replanted in approximately the same location. Any trees damaged, destroyed or which die, shall be replaced at no additional cost.~~

All trees, whether replanted or planted new, shall be guaranteed for a period of two years from the date of substantial completion.

3.14 Removing Pavement

The removal of concrete and bituminous pavement as called for on the Plans shall consist of removing and disposing of pavement and shall include base courses, surface courses, integral and separate curbs, integral and separate curb and gutters, sidewalks and end headers.

The pavement shall be removed to an existing joint or cut parallel to the existing pavement joints.

The cutting shall be accomplished by using a power-driven concrete saw approved by the ENGINEER. The depth of the saw cut shall be a minimum of six (6) inches (150 mm), to insure that the removal of the old pavement will not disturb or damage the section of pavement remaining in place.

Residual concrete pavement shall not be less than five feet (1.5 m) measured transversely, nor less than six feet (1.8 m) longitudinally measured from a joint.

In removing a concrete base course, where part of the existing bituminous surface is to remain in place, the bituminous surface shall be cut the full depth by the use of a power-driven saw, approved by the ENGINEER along a line parallel to and at least one foot (300 mm) from either side of the base course removal.

Old pavement with a concrete cap shall be considered as only one (1) pavement, whether or not there is a separation layer of earth, aggregate, or bituminous material between the old material and the concrete cap.

A. Removal of Curb for Curb Drop

Where curb is to be removed for a curb drop, the operation shall be performed by saw cutting or by cold milling, approved by the ENGINEER, so as to leave a neat surface with a maximum 1-inch lip, without damage to the underlying pavement.

B. Removal of Curb and Gutter

Where curb and gutter are to be removed, the operation shall be performed by saw cutting. The limits of the removal shall be as called for on the Plans, or as approved by the ENGINEER. However, in no case shall the width of removal be less than 18 inches (450 mm) for sections with rolled or straight curb or less than 24 inches (600 mm) for mountable curbs.

If during the pavement removal operation any concrete or bituminous pavement or surfacing is damaged beyond the removal limits designated, the damaged pavement or surfacing shall be removed and replaced at the CONTRACTOR's expense.

Any earth which may be removed during the pavement removal operation shall be replaced by backfilling to the proposed subgrade with a suitable material, approved by the ENGINEER, at the CONTRACTOR's expense.

3.15 Guardrail

Beam guardrail shall be relocated or shall be removed as specified on the Plans or as determined by the ENGINEER. If any of the existing material is damaged or destroyed, the CONTRACTOR shall replace the material at his expense.

Where guardrail is encountered during construction, and its removal was not called for on the Plans, it shall be replaced or restored, at the CONTRACTOR's expense, to a condition comparable to that prior to construction.

After the guardrail removal or relocation operations are complete, all surplus material shall be removed and disposed of by the CONTRACTOR, at his expense, unless otherwise called for in the Contract Documents.

Any holes or voids resulting from the guardrail removal operation shall be backfilled with a material approved by the ENGINEER.

3.16 Fences

Fences shall be removed and replaced or shall be removed as indicated on the Plans. If any of the existing material is damaged or destroyed, the CONTRACTOR shall replace the material at his expense.

Where fencing is encountered during construction, and its removal was not called for on the Plans, it shall be replaced or restored, at the CONTRACTOR's expense, to a condition comparable to that prior to construction.

After the fence removal or relocation operations are complete, all surplus material shall be removed and disposed of by the CONTRACTOR, at his expense, unless otherwise called for in the Contract Documents.

Any holes or voids resulting from the fence removal operation shall be backfilled with a suitable material, approved by the ENGINEER.

Where fences are encountered that are being used to confine livestock or to provide security, the fence shall be immediately replaced following construction. During construction, the CONTRACTOR, at his expense, shall provide,

install and maintain a temporary fence, meeting the approval of the ENGINEER.

3.17 Holes

Earth removed during any phase of the excavation or removal operations, resulting in a hole or void, shall be replaced by backfilling to the proposed subgrade with a suitable granular material. The material shall be placed by the controlled density method or other effective means having the approval of the ENGINEER and shall be compacted to 95% of maximum unit weight.

The furnishing, placing and compacting of the backfill material shall be at the CONTRACTOR's expense.

3.18 Restoration in Right-of-Way and Yard Areas

The right-of-way and yard areas not paved or aggregate surfaced shall be restored in accordance with the type and location specified herein unless indicated otherwise on the Plans. The disturbed areas may be shaped by "Machine Grading" or another method approved by the ENGINEER to achieve the cross section, line and grade shown on the Plans. Areas where slopes are 1 on 4 or flatter shall be restored with topsoil, seed and mulch. Slopes steeper than 1 on 4 shall be restored with sod.

Any excess material from the restoration operation shall be disposed of by the CONTRACTOR at his expense.

The disturbed areas shall be graded to receive either topsoil and seed or topsoil and sod. The topsoil, seed, sod, fertilizer and mulch shall conform to the requirements specified on the Plans and in Section 32 9219, Seeding, or Section 32 9223, Sodding.

The CONTRACTOR, at his expense, shall furnish, place, and compact any additional fill, meeting the approval of the ENGINEER, needed to restore the disturbed areas to the cross sections called for on the Plans or as determined by the ENGINEER.

3.19 Restoration of Aggregate Surfaces

A. Shoulders

The shoulder shall be regarded as the area between the edge of pavement and the ditch, or the area within ten (10) feet (3 m) of the pavement, whichever is the lesser.

The backfilling of trenches in the shoulder area shall be carried to within five (5) inches (125 mm) of the existing surface as specified under Trench "A" or Trench "B." The remaining depth shall be backfilled with a minimum of five inches (125 mm) of compacted approved material with calcium chloride applied, at the rate of six (6) pounds per Ton of aggregate (3 kg per metric ton of aggregate).

The CONTRACTOR, at his expense, shall furnish, place and compact all materials necessary to complete the backfilling and restoration operation within the shoulder area.

B. Driveways and Parking Areas

Aggregate driveway areas shall be regarded as the area from the right-of-way line to the edge of the traveled roadway and shall include the shoulder area.

The backfilling of trenches crossing aggregate surfaced driveways and parking areas shall be carried to the bottom of the proposed base course as specified under Trench "B". The remaining depth shall be backfilled with a minimum of six inches (150 mm) of compacted approved material.

Any aggregate surfaced areas beyond the limits of the actual excavation which are disturbed, as determined by the ENGINEER, by such operations as temporary storage of materials or passage of equipment, shall be resurfaced, at the CONTRACTOR's expense. The upper three (3) inches (75 mm) of disturbed areas shall be removed as necessary to allow the final elevation of the resurfacing course to be at the elevation of the drive or parking area which existed prior to excavation. The disturbed area shall be resurfaced with a minimum of three (3) inches (75 mm) of compacted approved material

The CONTRACTOR, at his expense, shall furnish, place, and compact all materials necessary to complete the backfilling and restoration operations within the driveway and parking area.

C. Roads and Streets

Backfilling of trenches crossing aggregate surfaced roads or streets shall be carried to within 12 inches (300 mm) of the existing surface as specified under Trench "B." The remaining depth shall be backfilled with two 6-inch (150 mm) layers of compacted approved material.

The CONTRACTOR, at his expense, shall furnish, place, and compact all materials necessary to complete the backfilling and restoration operations within the roadway or street area.

Also, any settlement of the aggregate surface shall be restored by placing additional aggregate, up to the original grade, and shall be done at the CONTRACTOR's expense.

D. Compaction

The compaction of all aggregate shall be performed by a pneumatic-tired roller or a vibratory compactor until the material forms a stable surface.

3.20 Restoration of Paved Surfaces

The CONTRACTOR, at his expense, shall provide the materials necessary to complete the backfilling and restoration operations, which shall include furnishing, compacting, forming, placing, rolling, floating, jointing, finishing, curing and providing protection against elements.

Restoration of any roadways that are partially damaged shall include a minimum replacement of one (1), full width lane of roadway. The length of replacement shall be at least equal to the width.

A. Concrete

The backfilling of trenches crossing concrete driveways, sidewalks, roads, streets or parking areas shall be carried to the bottom of

the proposed pavement as specified under Trench "B"

Unless otherwise specified on the Plans or as determined by the ENGINEER, the concrete removed shall be replaced with 3,500 psi (24 MPa) concrete of the thickness removed and shall include reinforcing equal to the existing, if the existing pavement was reinforced. The construction of concrete pavements shall be in accordance with Section 32 1313, Concrete Paving.

Restoration of sidewalks shall also include the construction of sidewalk ramps at the intersection of the curb and shall conform to the current rules and regulations and shall be considered incidental to the Project.

B. Bituminous

The backfilling of trenches crossing bituminous driveways, sidewalks, roads, streets or parking areas shall be carried to the bottom of the base course in accordance with Section 31 2333 Trenching and Backfilling.

The bituminous pavement or bituminous surface course with an aggregate base shall be replaced in accordance with Section 32 1216, Bituminous Paving.

Bituminous surfaced areas beyond the limits of the actual excavation which are disturbed by such operations, as temporary storage of materials or passage of equipment, shall be resurfaced with an approved bituminous mixture the same thickness as removed, but in no case less than two (2) inches in thickness. The replacement material shall extend to smooth-cut edges, shall be uniform in direction and shall be at an elevation which provides a uniform surface between the undisturbed abutting surfaces.

Restoration of any bituminous chip seal shoulders that are damaged or partially damaged, as determined by the ENGINEER, shall include complete replacement full width and length (extending a minimum of 25 linear feet beyond the damaged area both ways). Existing bituminous chip seal shoulders shall be brought to proper grade with compacted

aggregate and resurfaced with a double chip seal per Section 32 1216, Bituminous Paving.

3.21 Soil Erosion and Sedimentation Control

CONTRACTOR shall comply with the requirements of Section 01 5713, Temporary Erosion and Sediment Control. Prior to commencing any type of earthwork, the CONTRACTOR shall obtain a Soil Erosion and Sedimentation Control permit from the local enforcing Agency.

The CONTRACTOR, at his expense, shall obtain all approvals, secure all permits and post all bonds and deposits required to comply with the TCEQ requirements, as amended, and those of the enforcing agency.

The CONTRACTOR shall provide the ENGINEER with a copy of the soil erosion permit issued by the local enforcing agency for the Project, prior to commencing any type of earthwork on the Project.

3.22 Excess Excavation

Excess excavation shall be defined as all surplus earth material realized from the construction that is free of brush, roots, stumps, broken concrete, pipe, debris, and other extraneous material.

The CONTRACTOR, when requested by the OWNER, shall transport all excess excavation to a site(s) designated by the OWNER. The excess excavation shall be graded by the CONTRACTOR to provide positive surface drainage of the site(s). The grading shall be done such that adjacent properties are not damaged or affected. The grading shall include removal of all surface irregularities to provide a smooth surface (± 0.25 foot) (± 75 mm).

When the excess excavation has not been requested by the OWNER, the CONTRACTOR shall remove and properly dispose of the material at no additional cost to the OWNER.

Proper disposal of all excess excavation, including transportation, grading, and protection of adjacent properties shall be considered as a final cleanup item. No additional payment will be made for this item.

Any brush, roots, stumps, broken concrete, pipe, debris, and other extraneous material from the construction shall become the property of the CONTRACTOR, and shall be disposed of per all applicable Laws, rules or regulations. Removal and disposal of this material shall be considered as part of final cleanup. No additional payment will be made for this item.

OWNER approval of the final site(s) condition in writing will be required prior to final payment authorization.

End of Section



GEOTECHNICAL ENGINEERING STUDY

FOR

**BASTROP EDC – JACKSON STREET EXTENSION
BASTROP, TEXAS**



Project No. ANA22-011-00
April 27, 2022

211 Trade Center, Suite 300
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Doucet Engineers
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**RE: Geotechnical Engineering Study
Bastrop EDC – Jackson Street Extension
Bastrop, Texas**

Dear Mr. Barrera Murillo:

RABA KISTNER, Inc. (RKI) is pleased to submit the report of our Geotechnical Engineering Study for the above-referenced project. This study was performed in accordance with RKI Proposal No. PNA22-020-00, dated February 24, 2022. The purpose of this study was to drill borings within the proposed roadway and drainage improvements, to perform laboratory testing to classify and characterize subsurface conditions, and to prepare an engineering report presenting pavement design and construction guidelines.

The following report contains our design recommendations and considerations based on our current understanding of the project information provided to us. There may be alternatives for value engineering of the pavement systems, and RKI recommends that a meeting be held with the Owner and design team to evaluate these alternatives.

We appreciate the opportunity to be of service to you on this project. Should you have any questions about the information presented in this report, or if we may be of additional assistance with value engineering or on the materials testing-quality control program during construction, please call.

Very truly yours,

RABA KISTNER, INC.

A handwritten signature in blue ink, appearing to read 'Alex Britt'.

Alexander T. Britt, E.I.T.
Graduate Engineer

A handwritten signature in blue ink, appearing to read 'Isaac Molina'.

Isaac Molina, P.E.
Project Manager



ATB/IM/rlw

Attachments

Copies Submitted: Above (Electronic)

GEOTECHNICAL ENGINEERING STUDY

For

**BASTROP EDC – JACKSON STREET EXTENSION
BASTROP, TEXAS**

Prepared for

DOUCET ENGINEERS
San Antonio, Texas

Prepared by

RABA KISTNER, INC.
New Braunfels, Texas

PROJECT NO. ANA22-011-00

April 27, 2022

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ATTACHMENTS

The following figures are attached and complete this report:

Boring Location Map..... Figure 1
Logs of BoringsFigures 2 and 3
Key to Terms and Symbols..... Figure 4
Results of Soil Analyses Figure 5
Important Information About Your Geotechnical Engineering Report

INTRODUCTION

RABA KISTNER, Inc. (RKI) has completed the authorized subsurface exploration and pavement analysis for the proposed extension of Jackson Street in Bastrop, Texas, as illustrated on Figure 1. This report briefly describes the procedures utilized during this study and presents our findings along with our recommendations for pavement design and construction guidelines.

PROJECT DESCRIPTION

Under consideration in this study is the extension of Jackson Street in Bastrop, Texas. The extension will consist of an extension of the southern terminus approximately 230 ft to the south and approximately 850 ft to the east, parallel to the existing LCRA easement. Two culverts are planned to traverse beneath the eastern portion of the extension. There is an existing pipeline easement in the area in addition to the high tension power lines in the LCRA easement. It is our understanding that at the time of this study, site grading plans and traffic loading/frequency were not yet available. The recommended design pavement sections presented herein are consistent with a typical local street classification, however, we are not aware of any required Bastrop roadway classification design parameters (i.e. Equivalent Single Axle Loads (ESALs)).

LIMITATIONS

This engineering report has been prepared in accordance with accepted Geotechnical Engineering practices in the region of south/central Texas and for the use of Doucet Engineers (CLIENT) and its representatives for design purposes. This report may not contain sufficient information for purposes of other parties or other uses. This report is not intended for use in determining construction means and methods. The attachments and report text should not be used separately.

The recommendations submitted in this report are based on the data obtained from two (2) borings drilled at this site, our understanding of the project information provided to us, and the assumption that site grading will result in only minor changes in the existing topography. If the project information described in this report is incorrect, is altered, or if new information is available, we should be retained to review and modify our recommendations.

This report may not reflect the actual variations of the subsurface conditions across the site. The nature and extent of variations across the site may not become evident until construction commences. The construction process itself may also alter subsurface conditions. If variations appear evident at the time of construction, it may be necessary to reevaluate our recommendations after performing on-site observations and tests to establish the engineering impact of the variations.

The scope of our Geotechnical Engineering Study does not include an environmental assessment of the air, soil, rock, or water conditions either on or adjacent to the site. No environmental opinions are presented in this report.

If final grade elevations are significantly different from existing grades (more than plus or minus 1 ft), our office should be informed about these changes. If needed and/or if desired, we will reexamine our analyses and make supplemental recommendations.

BORINGS AND LABORATORY TESTS

Subsurface conditions at the site were evaluated by 2 borings drilled at the locations shown on the Boring Location Map, Figure 1. These locations are approximate and distances were measured using a hand-held, recreational-grade GPS locator. The borings were drilled to depths of approximately 10 ft below the existing ground surface using a truck-mounted drilling rig. During drilling operations, split-spoon samples (with Standard Penetration Testing) were collected.

Each sample was visually classified in the laboratory by a member of our geotechnical engineering staff. The geotechnical engineering properties of the strata were evaluated via natural moisture content testing and Atterberg limits determination.

The results of all laboratory tests are presented in graphical or numerical form on the boring logs illustrated on Figures 2 and 3. A key to classification terms and symbols used on the logs is presented on Figure 4. The results of the laboratory and field testing are also tabulated on Figure 5 for ease of reference.

Standard Penetration Test results are noted as "blows per ft" on the boring logs and Figure 5, where "blows per ft" refers to the number of blows by a falling hammer required for 1 ft of penetration into the soil/weak rock (N-value).

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.

GENERAL SITE CONDITIONS

SITE DESCRIPTION

The site is native-grass covered with an existing pipeline easement in the area in addition to the high tension power lines in the LCRA easement. The topography generally slopes upwards towards the east with vertical relief of approximately 30 ft.

GEOLOGY

A review of the *Geologic Atlas of Texas, San Antonio Sheet*, indicates that this site is naturally underlain by fluvial terrace deposits which are stream bed deposits typically consisting of clays, sands, silts, and gravels. Such deposits can contain point bars, cutbanks, oxbows, and abandoned channel segments associated with variations in stream bed activity. As a result, soil profiles in terrace deposit areas may vary greatly over relatively short distances. Key geotechnical engineering concerns for development supported on this formation are the expansive nature of the clays, the consistency or relative density of the deposits, and the absence/presence as well as thickness of potentially water-bearing gravels.

SEISMIC CONSIDERATIONS

Based on the soil borings conducted for this investigation, the upper 100 feet of soil may be characterized as very dense soil and soft rock and a Class C Site Class Definition (Chapter 20 of ASCE 7) has been assigned to this site.

On the basis of the Structural Engineers Association of California/Office of Statewide Health Planning and Development (SEAOC/OSHPD) website¹ which utilizes the International Building Code (IBC) and U.S. Seismic Design Maps to develop seismic design parameters, the following seismic considerations are associated with this site.

- $S_s = 0.058 g$
- $S_1 = 0.033 g$
- $S_{ms} = 0.075 g$
- $S_{m1} = 0.050 g$
- $S_{DS} = 0.050 g$
- $S_{D1} = 0.033 g$

Based on the parameters listed above as well as Tables 1613.3.5(1) and 1613.3.5(2) of the 2012 IBC, the Seismic Design Category for both short period and 1 second response accelerations is A. As part of the assumptions required to complete the calculations, a Risk Category of "III" was selected.

STRATIGRAPHY

The subsurface stratigraphy at this site can generally be described as 1-1/2 to 6 ft of highly plastic reddish-brown clay overlying tan and gray sands and clays. Each stratum has been designated by grouping soils that possess similar physical and engineering characteristics. The boring logs should be consulted for more specific stratigraphic information. Unless noted on the boring logs, the lines designating the changes between various strata represent approximate boundaries. The transition between materials may be gradual or may occur between recovered samples. The stratification given on the boring logs, or described herein, is for use by RKI in its analyses and should not be used as the basis of design or construction cost estimates without realizing that there can be variation from that shown or described.

The boring logs and related information depict subsurface conditions only at the specific location and time where sampling was conducted. The passage of time may result in changes in conditions, interpreted to exist, at or between the locations where sampling was conducted.

Swell/Heave Potential

Assuming that the tan and gray clays extend to depths of 15 ft below the existing ground surface, the estimated Potential Vertical Rise (PVR) for the existing condition at this site ranges from 1-1/4 to 2-1/2 in. These values were determined using the empirical procedure, Texas Department of Transportation (TxDOT)

¹ <https://seismicmaps.org>

Tex-124-E, Method for Determining the Potential Vertical Rise (PVR). A surcharge load of 1 psi, an active zone of 15 ft, and dry moisture conditions were assumed in estimating the PVR values above.

Subgrade soils that are highly expansive when water is introduced (i.e. highly plastic soils) will heave, causing the pavement issues over time. Pavement heave can be reduced through various measures but cannot be totally eliminated without full removal of the problematic soil. Measures available for reducing heave include:

- Soil Treatment with Lime or Other Chemicals
- Removal and Replacement of High PI Soils
- Drains or Barriers to Collect or Inhibit Moisture Infiltration

Soil treatment with lime (or other chemicals) is typically used to reduce the swelling potential of the upper portion of the pavement subgrade containing moderately plastic soils. Lime and water are mixed with the top 8 to 12 inches (or possibly more) of the subgrade and allowed to mellow or cure for a period of time. After mellowing the soil-lime mixture is compacted to form a strong soil matrix that can improve pavement performance and potentially reduce soil heave. However, in highly plastic soils, lime treatment of only the top portion of the expansive subgrade may not provide an acceptable reduction in PVR. For a more substantial reduction in PVR, removal and replacement of the high PI soil may be the only method available to reduce the potential vertical rise of the pavement to an acceptable level. However, it must be recognized that partial removal of expansive clay soil only reduces the potential (or risk) of the damage swell can cause to a pavement and does not completely eliminate this risk.

In addition, capturing water infiltration via French drains, pavement edge drains, or inhibiting water through the use of vertical moisture barriers would reduce the potential for heave since one important component of the heaving mechanism, water, would be reduced.

GROUNDWATER

Groundwater was not observed in the borings either during or immediately upon completion of the drilling operations. All borings remained dry during the field exploration phase. However, it is possible for groundwater to exist beneath this site at shallow depths on a transient basis, particularly in the at strata interfaces, within granular materials, and following periods of precipitation. Fluctuations in groundwater levels occur due to variation in rainfall and surface water run-off. The construction process itself may also cause variations in the groundwater level.

PAVEMENT RECOMMENDATIONS

Recommendations for both flexible and rigid pavements are presented in this report. The Owner and/or design team may select either pavement type depending on the performance criteria established for the project. In general, flexible pavement systems have a lower initial construction cost as compared to rigid pavements. However, maintenance requirements over the life of the pavement are typically much greater for flexible pavements. This typically requires early and regularly scheduled observation and repair, as well as overlays and/or other pavement rehabilitation at approximately one-half to two-thirds of the design life.

Rigid pavements are generally more "forgiving", and therefore tend to be more durable and require less maintenance after construction.

Drainage considerations are discussed in more detail in a subsequent section of this report. However, it should be noted that pavement performance is highly dependent on the subgrade soils, proposed grading, and their ability to provide stable support for these improvements. As with any movement-sensitive, grade-supported system founded at sites containing expansive soils, it is generally not economically feasible to construct the pavement system to meet the high tolerances typically specified for buildings founded at expansive soil sites. Even if the PVR (potential for vertical rise as presented herein) could be economically reduced to the order of 1 in., differential movements in this order of magnitude can still occur in pavement surfaces.

In an expansive soil environment many variables, including but not limited to leaking utility lines, variable/poor drainage, tree wells, irregular landscape irrigation, and other conditions in the vicinity of pavement surface may adversely impact the performance of these grade-supported systems. Project specific site conditions and specifications are necessary in determining various options that may be considered for the design and construction of these pavement improvements. These options typically include either removal or modification of several feet of the existing subgrade soils from beneath the proposed system and replacement with either an imported select fill material or chemically modified on-site materials, with either lime or cement, and replacing these materials in uniformly thin compaction controlled lifts. These options add significant costs to the project budget and require additional time for construction. It is our experience that most projects do not have the budget for these modifications and will evaluate other options with lower costs to complete these projects. However, these options are generally always offset by higher risks and often result in early pavement distress and undulating surfaces.

The pavement performance will depend almost entirely on the extent of subgrade preparation/modification beneath and along the edges of the improvement area. The greater the amount of the subgrade soils that are removed and lime/cement treated, the lower the PVR and the less the differential movement potential which will translate into improved pavement performance. If this approach is not economically feasible then the owners will need to evaluate the pavement performance constructed with a lowered PVR versus the cost of continual maintenance or frequent replacement/repair.

SUBGRADE CONDITIONS

We have assumed the subgrade in pavement areas will consist of compacted select fill and onsite soils, placed and compacted as recommended in the *Subgrade Preparation* section of this report. Based on our experience with similar subgrade soils, we have assigned a CBR value of 2.5 for use in pavement thickness design analyses.

DESIGN INFORMATION

The pavement section recommendations were prepared using the 1993 "Guide for the Design of Pavement Structures" by the American Association of State Highway and Transportation Officials (AASHTO). We have based our analysis on the following design parameters. The Project Civil Engineer

and/or Owner should review anticipated traffic loading and frequencies to verify that the assumed traffic loading and frequency is appropriate for the intended use of the facility.

| Pavement Design Parameters | | |
|----------------------------------------|------------------------|------------------------|
| Pavement Design Parameters | Flexible Pavement | Rigid Pavement |
| Performance Period | 20 yrs | |
| Design Traffic, 18-kip ESALs | | |
| Option 1 | 105,000 ⁽¹⁾ | 150,000 ⁽²⁾ |
| Option 2 | 314,000 ⁽³⁾ | 420,000 ⁽⁴⁾ |
| California Bearing Ratio (CBR) | 2.5 ⁽⁵⁾ | |
| Initial Serviceability Index | 4.2 | 4.5 |
| Terminal Serviceability Index | 2.0 | |
| Overall Standard Deviation | 0.45 | 0.35 |
| Reliability | 70% | |
| Modulus of Subgrade reaction (k-value) | - | 85 pci |
| 28-day Concrete Modulus of Rupture | - | 550 psi |
| 28-day Concrete Elastic Modulus | - | 4,000,000 psi |
| Load Transfer Coefficient | - | 3.7 |
| Drainage Coefficient | - | 1.0 |
| Roadbed Soil Resilient Modulus | 3,750 psi | - |

⁽¹⁾ Approximately equivalent to 6 tractor-trailer trucks per day.

⁽²⁾ Approximately equivalent to 5 tractor-trailer trucks per day.

⁽³⁾ Approximately equivalent to 18 tractor-trailer trucks per day.

⁽⁴⁾ Approximately equivalent to 14 tractor-trailer trucks per day.

⁽⁵⁾ This CBR value is based on our experience with similar soils.

RECOMMENDED PAVEMENT SECTIONS

Pavement sections recommended for this site are as listed in the table below. Alternative sections can be provided upon request.

| Pavement Type | Flexible Pavement | | Rigid Pavement | |
|---------------------------------------------|-------------------|----------|----------------|----------|
| Traffic | Option 1 | Option 2 | Option 1 | Option 2 |
| Portland Cement Concrete (in.) | - | - | 5.5 | 6.5 |
| Asphaltic Concrete Surface Course (in.) | 3 | 4 | - | - |
| Flexible (Granular) Base (in.) | 10 | 10 | - | - |
| Optional Lime/cement Treated Subgrade (in.) | 6 | 6 | 6 | 6 |

Rigid Pavement Consideration

We recommend Jointed Plain Concrete Pavement (JPCP) be utilized for the rigid pavement sections. JPCP typically does not require distributed steel, micro- or macro-fibers, or any other “reinforcing” material. The following recommendations are based on ACI 330R-08 “Guide for the Design and Construction of Concrete Parking Lots.”

Typical joint types in JPCP include: control (contraction) joints, isolation joints (sometimes called expansion joints), and construction joints. The recommended joint spacing is 30 times the thickness of the slab up to a maximum of 15 ft. The length of a slab or panel should not be more than 25% greater than its width. For pavements with a thickness of 7 in. or greater, dowels may be required along all control joints. Tie bars may be required at the first longitudinal joint from the pavement edge to keep the outside edge from separating from the pavement.

Isolation joints are used to separate concrete slabs from other structures or fixed objects within or abutting the paved area to offset the effects of expected differential horizontal and vertical movements. Such structures include, but are not limited to, buildings, light standard foundations, and drop inlets. Isolation joints are also used at “T” intersections to accommodate differential movement along the different axes. Isolation joints are sometimes referred to as expansion joints. However, they are rarely needed to accommodate concrete expansion so they are not typically recommended for use as regularly spaced joints.

We recommend a jointing layout plan be established and reviewed by all parties prior to construction. We also recommend avoiding jointing lines which create angles of less than 60 degrees, “T” joints, and interior corners.

Proper curing of the concrete pavement should be initiated immediately after finishing. All control joints should be formed or sawed to a depth of at least 1/4 the thickness of the concrete slab and should extend completely through monolithic curbs (if used). Sawing of control joints should begin as soon as the concrete will not ravel, preferably within 1 to 3 hours using an early entry saw or 4 to 8 hours with a conventional saw. Timing will be dictated by site conditions.

Flexible Pavement Consideration

Based on our experience, the reported flexible pavement sections often perform adequately; however, maintenance or an overlay is generally needed sooner than would be required for a thicker design section. Consideration could be given to adding additional asphalt (i.e. an additional 1 in.) or incorporating a geogrid below the flexible base. Geogrid can also be used to assist with the transition between clay and bedrock subgrades. In our opinion, incorporating geogrid into the pavement section will enhance overall pavement performance and reduce the potential for cracking and maintenance in asphalt pavements constructed on expansive clay subgrades.

Another option to help reduce the potential for cracking and maintenance in asphalt pavements is including reinforcing fibers, such as Forta-Fi®, into the Hot Mix Asphalt (HMA). This is an option and is not required. We recommend that the geogrid reinforcement be Tensar TX-5, or an approved substitute.

PAVEMENT CONSTRUCTION CONSIDERATIONS

SUBGRADE PREPARATION

Areas to support pavements and new fills should be stripped of all vegetation and organic topsoil as well as any existing pavements. Exposed subgrades should be thoroughly proofrolled in order to locate weak, compressible zones. A fully-loaded tandem-wheeled dump truck or a similar heavily-loaded piece of construction equipment should be used for planning purposes. Proofrolling operations should be observed by the Geotechnical Engineer or their representative to document subgrade condition and preparation. Weak or soft areas identified during proofrolling should be removed and replaced with suitable, compacted engineered fill, free of organics, oversized materials, and degradable or deleterious materials.

Upon completion of the proofrolling operations and just prior to fill placement or slab construction, the exposed subgrade should be moisture conditioned by scarifying to a minimum depth of 6 in. and recompacting to a minimum of 95 percent of the maximum dry density determined from TxDOT Tex-114-E or ASTM D698, Compaction Test. The moisture content of the subgrade should be maintained within the range of optimum moisture content to 3 percentage points above optimum moisture content until permanently covered.

DRAINAGE CONSIDERATIONS

As with any soil-supported structure, the satisfactory performance of a pavement system is contingent on the provision of adequate surface and subsurface drainage. Insufficient drainage which allows saturation of the pavement subgrade and/or the supporting granular pavement materials will greatly reduce the performance and service life of the pavement systems.

Surface and subsurface drainage considerations crucial to the performance of pavements at this site include (but are not limited to) the following:

- 1) Any known natural or man-made subsurface seepage at the site which may occur at sufficiently shallow depths as to influence moisture contents within the subgrade should be intercepted by drainage ditches or below grade French drains.
- 2) Final site grading should eliminate isolated depressions adjacent to curbs which may allow surface water to pond and infiltrate into the underlying soils. **Curbs should completely penetrate base materials and should be installed to sufficient depth to reduce infiltration of water beneath the curbs.**
- 3) Pavement surfaces should be maintained to help minimize surface ponding and to provide rapid sealing of any developing cracks. These measures will help reduce infiltration of surface water downward through the pavement section.

ONSITE SOIL FILL

As discussed previously, the pavement recommendations presented in this report were prepared assuming that existing fill will be remediated and onsite soils will be used for fill grading in proposed pavement areas. If used, we recommend that onsite soils be placed in loose lifts not exceeding 8 in. in

thickness and compacted to at least 95 percent of the maximum dry density as determined by TxDOT Tex-114-E. The moisture content of the fill should be maintained within the range of optimum water content to 3 percentage points above the optimum water content until permanently covered. We recommend that fill materials be free of roots and other organic or degradable material. We also recommend that the maximum particle size not exceed 4 in. or one half the lift thickness, whichever is smaller.

TREATMENT OF SUBGRADE

Lime or cement treatment of the subgrade soils, if utilized, should be in accordance with the TxDOT Standard Specifications, Item 260 or Item 275, respectively. A sufficient quantity of hydrated lime or cement should be mixed with the subgrade soils to reduce the soil plasticity index to 20 or less. Based on our experience with similar soils, for estimating purposes, we recommend budgeting at least 6 percent hydrated lime or cement treatment by weight be used to increase the pH of the subgrade clays to 12.4 or higher. For construction purposes, we recommend that the optimum lime or cement content of the subgrade soils be determined by laboratory testing with representative samples of the subgrade materials being used for this project. Treated subgrade soils should be compacted to a minimum of 95 of the maximum dry density at a moisture content within the range of optimum moisture content to 3 percentage points above the optimum moisture content as determined by Tex-113-E.

We recommend that during site grading operations laboratory testing be performed to determine the concentration of soluble sulfates in the subgrade soils. If present, the sulfate in the soil may react with calcium-based stabilizers such as lime or cement. The adverse reaction, referred to as sulfate-induced heave, has been known to cause cohesive subgrade soils to swell in short periods of time, resulting in pavement heaving and possible failure.

FLEXIBLE BASE COURSE

The flexible base course should be crushed limestone conforming to TxDOT 2014 Standard Specifications, Item 247, Type A, Grade 1-2. Base course should be placed in loose lifts not exceeding 8 in. in thickness and compacted to at least 95 percent of maximum dry density as determined by TxDOT Tex-113-E Compaction Test. The moisture content of the fill should be maintained within the range of 2 percentage points below to 2 percentage points above the optimum moisture content until final compaction.

ASPHALTIC CONCRETE SURFACE COURSE

The asphaltic concrete surface course should conform to TxDOT Standard Specifications, Item 340, Type C or D. The asphaltic concrete should be compacted to a minimum of 92 percent of the maximum theoretical specific gravity (Rice) of the mixture determined according to Test Method Tex-227-F. Pavement specimens, which shall be either cores or sections of asphaltic pavement, will be tested according to Test Method Tex-207-F. The nuclear-density gauge or other methods which correlate satisfactorily with results obtained from project roadway specimens may be used when approved by the Engineer. Unless otherwise shown on the plans, the Contractor shall be responsible for obtaining the required roadway specimens at their expense and in a manner and at locations selected by the Engineer.

PORTLAND CEMENT CONCRETE

The Portland cement concrete should have a minimum 28-day compressive strength of 4,000 psi. A liquid membrane-forming curing compound should be applied as soon as practical after finishing the concrete surface. The curing compound will help reduce the loss of water from the concrete. The reduction in the rapid loss in water will help reduce shrinkage cracking of the concrete.

PAVEMENT RELATED CONSIDERATIONS

Longitudinal Cracking

It should be understood that asphalt pavement sections in expansive soil environments, such as those encountered at this site, can develop longitudinal cracking along unprotected pavement edges. In the semi-arid climate of south central Texas this condition typically occurs along the unprotected edges of pavements where moisture fluctuation is allowed to occur over the lifetime of the pavements.

Pavements that do not have a protective barrier to reduce moisture fluctuation of the highly expansive clay subgrade between the exposed pavement edge and that beneath the pavement section tend to develop longitudinal cracks 1 to 4 ft from the edge of the pavement. Once these cracks develop, further degradation and weakening of the underlying granular base may occur due to water seepage through the cracks. The occurrence of these cracks can be more prevalent in the absence of lateral restraint and embankments. This problem can best be addressed by providing either a horizontal or vertical moisture barrier at the unprotected pavement edge.

At a minimum, we recommend that the curbs are constructed such that the depth of the curb extends through the entire depth of the granular base material and into the subgrade to act as a protective barrier against the infiltration of water into the granular base.

In most cases, a longitudinal crack does not immediately compromise the structural integrity of the pavement system. However, if left unattended, infiltration of surface water runoff into the crack will result in isolated saturation of the underlying base. This will result in pumping of the flexible base, which could lead to rutting, cracking, and potholes. For this reason, we recommend the owner of the facility immediately seal the cracks and develop a periodic sealing program.

Pavement Maintenance

Regular pavement maintenance is critical in maintaining pavement performance soon after construction and for over a period of several years. All cracks that develop in asphalt pavements should be regularly sealed. Areas of moderate to severe fatigue cracking (also known as alligator cracking) should be sawcut and removed. The underlying base should be checked for contamination or loss of support and any insufficiencies fixed or removed and the entire area patched. All cracks that develop in concrete pavements should be routed and sealed regularly. Joints in concrete pavements should be maintained to reduce the influx of incompressible materials that restrain joint movement and cause spalling and/or cracking. Other maintenance techniques should be followed as required.

Construction Traffic

Construction traffic on prepared subgrade or granular base should be restricted as much as possible until the protective surface pavement is applied. Significant damage to the underlying layers resulting in weakening may occur if heavily loaded vehicles are allowed to use these areas.

CONSTRUCTION RELATED SERVICES

CONSTRUCTION MATERIALS TESTING AND OBSERVATION SERVICES

As presented in the attachment to this report, *Important Information About Your Geotechnical Engineering Report*, subsurface conditions can vary across a project site. The conditions described in this report are based on interpolations derived from a limited number of data points. Variations will be encountered during construction, and only the geotechnical design engineer will be able to determine if these conditions are different than those assumed for design.

Construction problems resulting from variations or anomalies in subsurface conditions are among the most prevalent on construction projects and often lead to delays, changes, cost overruns, and disputes. These variations and anomalies can best be addressed if the geotechnical engineer of record, RKI is retained to perform construction observation and testing services during the construction of the project. This is because:

- RKI has an intimate understanding of the geotechnical engineering report's findings and recommendations. RKI understands how the report should be interpreted and can provide such interpretations on site, on the client's behalf.
- RKI knows what subsurface conditions are anticipated at the site.
- RKI is familiar with the goals of the owner and project design professionals, having worked with them in the development of the geotechnical workscope. This enables RKI to suggest remedial measures (when needed) which help meet the owner's and the design teams' requirements.
- RKI has a vested interest in client satisfaction, and thus assigns qualified personnel whose principal concern is client satisfaction. This concern is exhibited by the manner in which contractors' work is tested, evaluated and reported, and in selection of alternative approaches when such may become necessary.
- RKI cannot be held accountable for problems which result due to misinterpretation of our findings or recommendations when we are not on hand to provide the interpretation which is required.

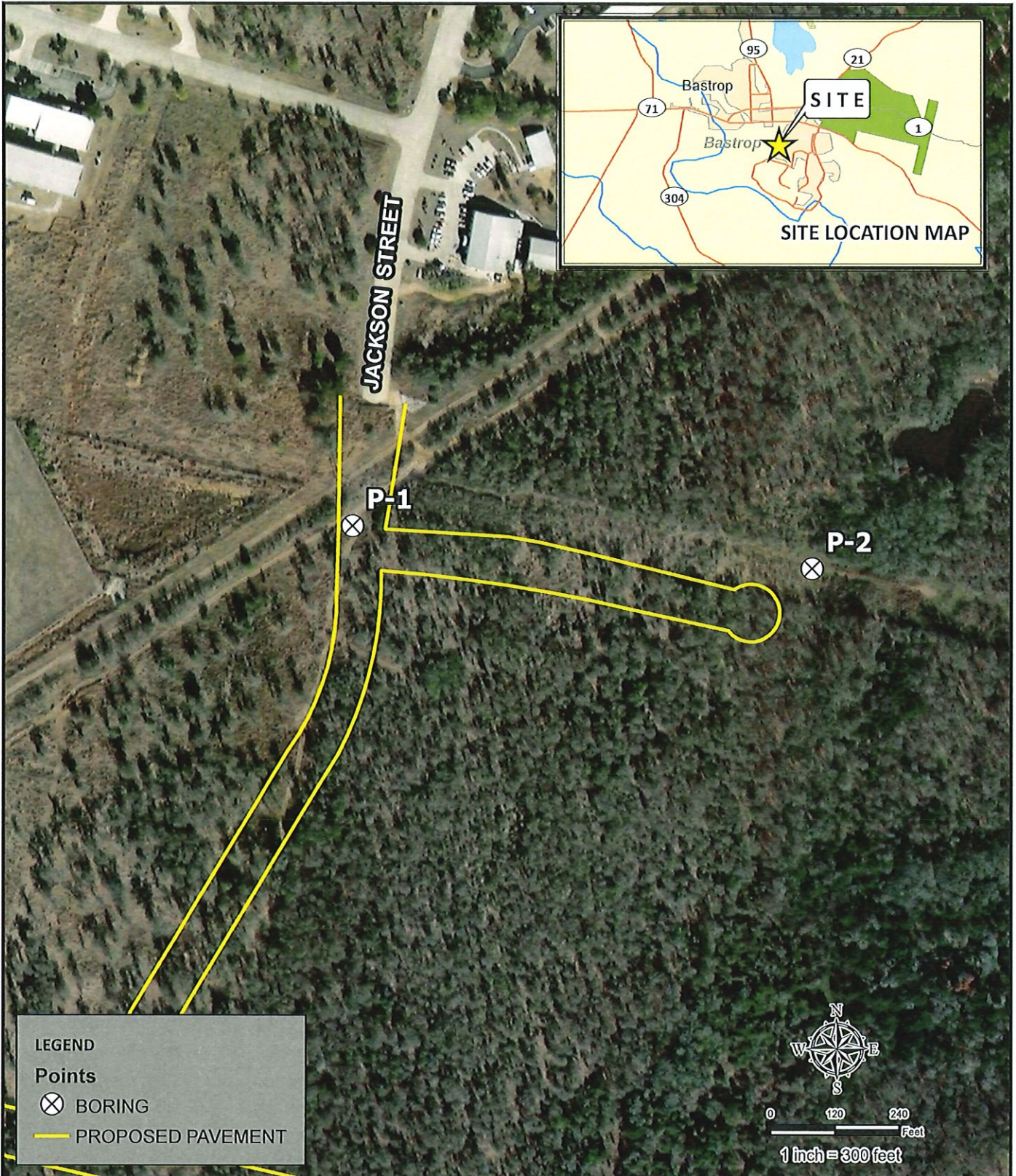
BUDGETING FOR CONSTRUCTION TESTING

Appropriate budgets need to be developed for the required construction testing and observation activities. At the appropriate time before construction, we advise that RKI and the project designers meet and jointly develop the testing budgets, as well as review the testing specifications as it pertains to this project.

Once the construction testing budget and scope of work are finalized, we encourage a preconstruction meeting with the selected contractor to review the scope of work to make sure it is consistent with the construction means and methods proposed by the contractor. RKI looks forward to the opportunity to provide continued support on this project, and would welcome the opportunity to meet with the Project Team to develop both a scope and budget for these services.

* * * * *

ATTACHMENTS



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(830)214-0627 FAX
www.rkci.com
TBPE Firm Number 3257

SOURCE: Aerial imagery from Google Earth Pro - 2021

BORING LOCATION MAP

BASTROP EDC
JACKSON STREET EXTENSION
BASTROP, TEXAS



PROJECT No.: ANA22-011-00

| | |
|--------------|------------|
| ISSUE DATE: | 04/15/2022 |
| DRAWN BY: | BM |
| CHECKED BY: | ATB |
| REVIEWED BY: | IM |

FIGURE

1

LOG OF BORING NO. P-1
 Bastrop EDC - Jackson Street Extension
 Bastrop, Texas



DRILLING METHOD: Straight Flight Auger

LOCATION: N 30.09615; W 97.30857

| DEPTH, FT | SYMBOL | SAMPLES | DESCRIPTION OF MATERIAL | BLOWS PER FT | UNIT DRY WEIGHT, pcf | SHEAR STRENGTH, TONS/FT ² | | | | | | | | | | | | PLASTICITY INDEX | % -200 |
|-------------------------|--------|---------|----------------------------------------------------|--------------|----------------------|----------------------------------------------------|----|----|----|----|----|----|----|----|--|--|--|------------------|--------|
| | | | | | | 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 | | | | | | | | | | | | | |
| | | | | | | PLASTIC LIMIT WATER CONTENT LIQUID LIMIT | | | | | | | | | | | | | |
| | | | | | | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | | | | | | |
| | | | FAT CLAY, Soft, Reddish-Brown, with sand | 3 | | | | | | | | | | | | | | | |
| | | | LEAN CLAY, Silty, Very Stiff to Hard, Tan and Gray | 37 | | | | | | | | | | | | | | | |
| 5 | | | | 28 | | | | | | | | | | 14 | | | | | |
| | | | | 34 | | | | | | | | | | | | | | | |
| | | | SAND, Dense, Tan, with ferrous stains and clay | 45 | | | | | | | | | | | | | | | |
| 10 | | | Boring Terminated | | | | | | | | | | | | | | | | |
| DEPTH DRILLED: 10.0 ft | | | DEPTH TO WATER: Dry | | | PROJ. No.: ANA22-011-00 | | | | | | | | | | | | | |
| DATE DRILLED: 3/18/2022 | | | DATE MEASURED: 3/18/2022 | | | FIGURE: 2 | | | | | | | | | | | | | |

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

LOG OF BORING NO. P-2
 Bastrop EDC - Jackson Street Extension
 Bastrop, Texas



DRILLING METHOD: Straight Flight Auger

LOCATION: N 30.09590; W 97.30587

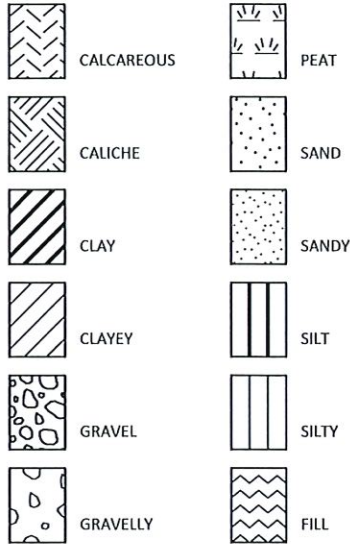
| DEPTH, FT | SYMBOL | SAMPLES | DESCRIPTION OF MATERIAL | BLOWS PER FT | UNIT DRY WEIGHT, pcf | SHEAR STRENGTH, TONS/FT ² | | | | | | | | | | | | PLASTICITY INDEX | % -200 |
|-------------------------|--------|---------|-------------------------------------------------------|--------------|----------------------|--------------------------------------|----|----|--------------|---------------|----|----|----|--------------|--|--|--|------------------|--------|
| | | | | | | 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 | | | | | | | | | | | | | |
| | | | | | | PLASTIC LIMIT | | | | WATER CONTENT | | | | LIQUID LIMIT | | | | | |
| | | | | | | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | | | | | | |
| | | | FAT CLAY, Firm to Very Stiff, Reddish-Brown | 6 | | | | | | | | | | | | | | | |
| | | | | 24 | | | | | | | | | | 42 | | | | | |
| 5 | | | | 20 | | | | | | | | | | | | | | | |
| | | | LEAN CLAY, Hard, Gray, with silt and ferrous staining | 31 | | | | | | | | | | | | | | | |
| | | | | 34 | | | | | | | | | | | | | | | |
| 10 | | | Boring Terminated | | | | | | | | | | | | | | | | |
| DEPTH DRILLED: 10.0 ft | | | DEPTH TO WATER: Dry | | | PROJ. No.: | | | ANA22-011-00 | | | | | | | | | | |
| DATE DRILLED: 3/18/2022 | | | DATE MEASURED: 3/18/2022 | | | FIGURE: | | | 3 | | | | | | | | | | |

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

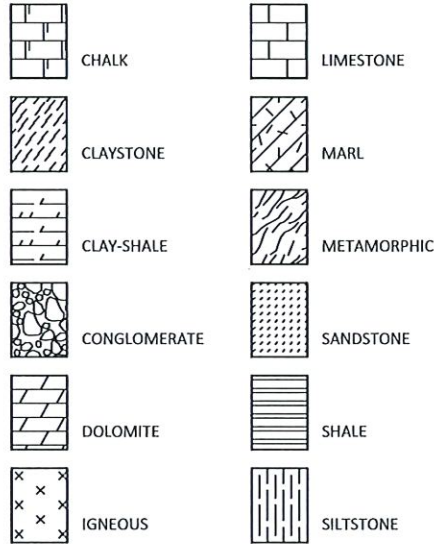
KEY TO TERMS AND SYMBOLS

MATERIAL TYPES

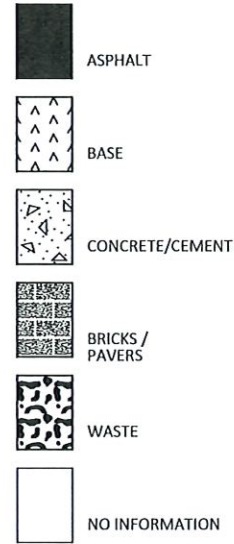
SOIL TERMS



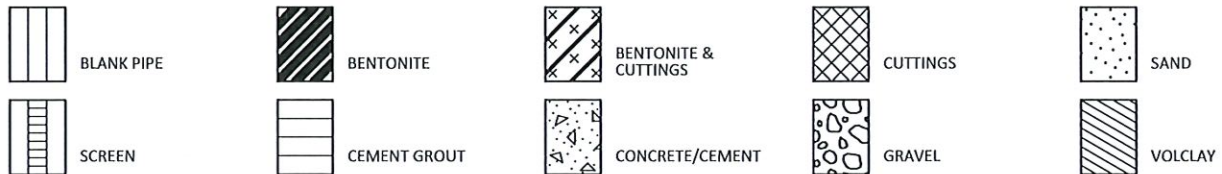
ROCK TERMS



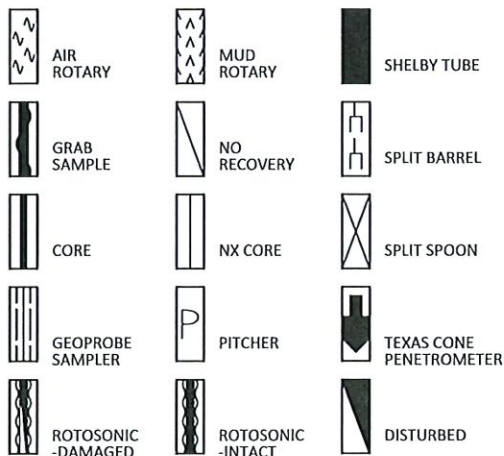
OTHER



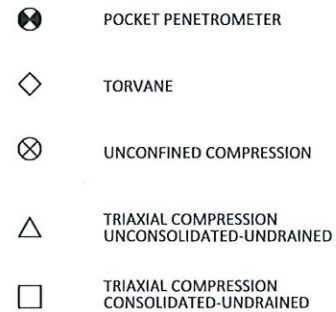
WELL CONSTRUCTION AND PLUGGING MATERIALS



SAMPLE TYPES



STRENGTH TEST TYPES



NOTE: VALUES SYMBOLIZED ON BORING LOGS REPRESENT SHEAR STRENGTHS UNLESS OTHERWISE NOTED

PROJECT NO. ANA22-011-00

KEY TO TERMS AND SYMBOLS (CONT'D)

TERMINOLOGY

Terms used in this report to describe soils with regard to their consistency or conditions are in general accordance with the discussion presented in Article 45 of SOILS MECHANICS IN ENGINEERING PRACTICE, Terzaghi and Peck, John Wiley & Sons, Inc., 1967, using the most reliable information available from the field and laboratory investigations. Terms used for describing soils according to their texture or grain size distribution are in accordance with the UNIFIED SOIL CLASSIFICATION SYSTEM, as described in American Society for Testing and Materials D2487-06 and D2488-00, Volume 04.08, Soil and Rock; Dimension Stone; Geosynthetics; 2005.

The depths shown on the boring logs are not exact, and have been estimated to the nearest half-foot. Depth measurements may be presented in a manner that implies greater precision in depth measurement, i.e 6.71 meters. The reader should understand and interpret this information only within the stated half-foot tolerance on depth measurements.

RELATIVE DENSITY

COHESIVE STRENGTH

PLASTICITY

| <u>Penetration Resistance Blows per ft</u> | <u>Relative Density</u> | <u>Resistance Blows per ft</u> | <u>Consistency</u> | <u>Cohesion TSF</u> | <u>Plasticity Index</u> | <u>Degree of Plasticity</u> |
|----------------------------------------------------|-----------------------------|------------------------------------|--------------------|-------------------------|-----------------------------|---------------------------------|
| 0 - 4 | Very Loose | 0 - 2 | Very Soft | 0 - 0.125 | 0 - 5 | None |
| 4 - 10 | Loose | 2 - 4 | Soft | 0.125 - 0.25 | 5 - 10 | Low |
| 10 - 30 | Medium Dense | 4 - 8 | Firm | 0.25 - 0.5 | 10 - 20 | Moderate |
| 30 - 50 | Dense | 8 - 15 | Stiff | 0.5 - 1.0 | 20 - 40 | Plastic |
| > 50 | Very Dense | 15 - 30 | Very Stiff | 1.0 - 2.0 | > 40 | Highly Plastic |
| | | > 30 | Hard | > 2.0 | | |

ABBREVIATIONS

| | | |
|------------------------------------|-----------------------------------------|----------------------------------|
| B = Benzene | Qam, Qas, Qal = Quaternary Alluvium | Kef = Eagle Ford Shale |
| T = Toluene | Qat = Low Terrace Deposits | Kbu = Buda Limestone |
| E = Ethylbenzene | Qbc = Beaumont Formation | Kdr = Del Rio Clay |
| X = Total Xylenes | Qt = Fluvial Terrace Deposits | Kft = Fort Terrett Member |
| BTEX = Total BTEX | Qao = Seymour Formation | Kgt = Georgetown Formation |
| TPH = Total Petroleum Hydrocarbons | Qle = Leona Formation | Kep = Person Formation |
| ND = Not Detected | Q-Tu = Uvalde Gravel | Kek = Kainer Formation |
| NA = Not Analyzed | Ewi = Wilcox Formation | Kes = Escondido Formation |
| NR = Not Recorded/No Recovery | Emi = Midway Group | Kew = Walnut Formation |
| OVA = Organic Vapor Analyzer | Mc = Catahoula Formation | Kgr = Glen Rose Formation |
| ppm = Parts Per Million | El = Laredo Formation | Kgru = Upper Glen Rose Formation |
| | Kknm = Navarro Group and Marlbrook Marl | Kgrl = Lower Glen Rose Formation |
| | Kpg = Pecan Gap Chalk | Kh = Hensell Sand |
| | Kau = Austin Chalk | |

PROJECT NO. ANA22-011-00

KEY TO TERMS AND SYMBOLS (CONT'D)

TERMINOLOGY

SOIL STRUCTURE

| | |
|--------------|------------------------------------------------------------------------------------------------------------|
| Slickensided | Having planes of weakness that appear slick and glossy. |
| Fissured | Containing shrinkage or relief cracks, often filled with fine sand or silt; usually more or less vertical. |
| Pocket | Inclusion of material of different texture that is smaller than the diameter of the sample. |
| Parting | Inclusion less than 1/8 inch thick extending through the sample. |
| Seam | Inclusion 1/8 inch to 3 inches thick extending through the sample. |
| Layer | Inclusion greater than 3 inches thick extending through the sample. |
| Laminated | Soil sample composed of alternating partings or seams of different soil type. |
| Interlayered | Soil sample composed of alternating layers of different soil type. |
| Intermixed | Soil sample composed of pockets of different soil type and layered or laminated structure is not evident. |
| Calcareous | Having appreciable quantities of carbonate. |
| Carbonate | Having more than 50% carbonate content. |

SAMPLING METHODS

RELATIVELY UNDISTURBED SAMPLING

Cohesive soil samples are to be collected using three-inch thin-walled tubes in general accordance with the Standard Practice for Thin-Walled Tube Sampling of Soils (ASTM D1587) and granular soil samples are to be collected using two-inch split-barrel samplers in general accordance with the Standard Method for Penetration Test and Split-Barrel Sampling of Soils (ASTM D1586). Cohesive soil samples may be extruded on-site when appropriate handling and storage techniques maintain sample integrity and moisture content.

STANDARD PENETRATION TEST (SPT)

A 2-in.-OD, 1-3/8-in.-ID split spoon sampler is driven 1.5 ft into undisturbed soil with a 140-pound hammer free falling 30 in. After the sampler is seated 6 in. into undisturbed soil, the number of blows required to drive the sampler the last 12 in. is the Standard Penetration Resistance or "N" value, which is recorded as blows per foot as described below.

SPLIT-BARREL SAMPLER DRIVING RECORD

| Blows Per Foot | Description |
|----------------|-------------------------------------------------------------------------|
| 25 | 25 blows drove sampler 12 inches, after initial 6 inches of seating. |
| 50/7" | 50 blows drove sampler 7 inches, after initial 6 inches of seating. |
| Ref/3" | 50 blows drove sampler 3 inches during initial 6-inch seating interval. |

NOTE: To avoid damage to sampling tools, driving is limited to 50 blows during or after seating interval.

PROJECT NO. ANA22-011-00

RABAKISTNER

RESULTS OF SOIL SAMPLE ANALYSES

PROJECT NAME: Bastrop EDC - Jackson Street Extension
Bastrop, Texas

FILE NAME: ANA22-011-00.GPJ

4/15/2022

| Boring No. | Sample Depth (ft) | Blows per ft | Water Content (%) | Liquid Limit | Plastic Limit | Plasticity Index | USCS | Dry Unit Weight (pcf) | % -200 Sieve | Shear Strength (tsf) | Strength Test |
|------------|-------------------|--------------|-------------------|--------------|---------------|------------------|------|-----------------------|--------------|----------------------|---------------|
| P-1 | 0.0 to 1.5 | 3 | 21 | | | | | | | | |
| | 2.5 to 4.0 | 37 | 13 | | | | | | | | |
| | 4.5 to 6.0 | 28 | 13 | 39 | 25 | 14 | | | | | |
| | 6.5 to 8.0 | 34 | 19 | | | | | | | | |
| | 8.5 to 10.0 | 45 | 13 | | | | | | | | |
| P-2 | 0.0 to 1.5 | 6 | 22 | | | | | | | | |
| | 2.5 to 4.0 | 24 | 19 | 59 | 17 | 42 | | | | | |
| | 4.5 to 6.0 | 20 | 17 | | | | | | | | |
| | 6.5 to 8.0 | 31 | 18 | | | | | | | | |
| | 8.5 to 10.0 | 34 | 18 | | | | | | | | |

PP = Pocket Penetrometer TV = Torvane UC = Unconfined Compression FV = Field Vane UU = Unconsolidated Undrained Triaxial

CU = Consolidated Undrained Triaxial

PROJECT NO. ANA22-011-00

RABAKISTNER

FIGURE 5

Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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CONSULTANTS • ENVIRONMENTAL • FACILITIES • INFRASTRUCTURE

► San Antonio, TX

Austin, TX

Dallas , TX

McAllen, TX

Brownsville, TX

El Paso, TX

Mexico

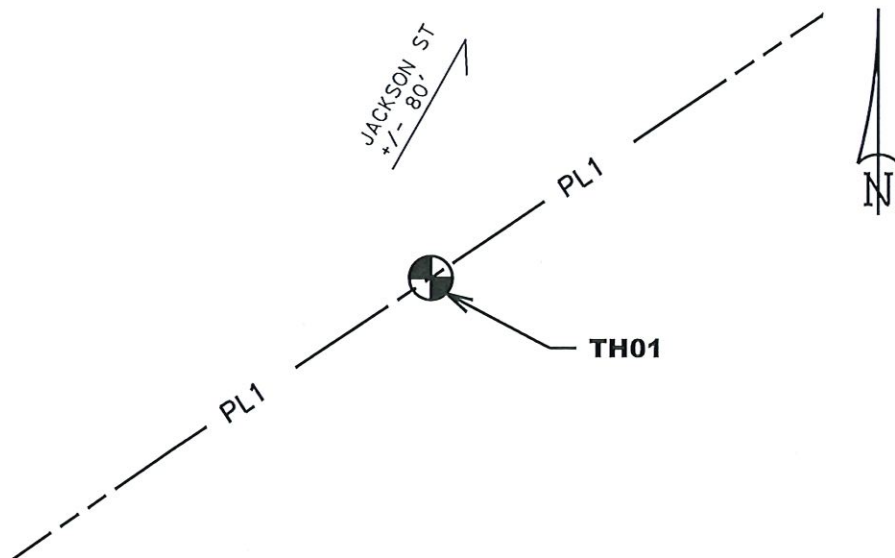
Corpus Christi , TX

Houston, TX

Salt Lake City, UT

SURVEY INFORMATION

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|-----------|--------------|--------------|-------------|-------------------------|--------------|
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| CP | 2004 | 10011823.18 | 3253189.88 | 404.32 | 3" ALUM CAP |
| CP | 10245 | 10012020.15 | 3253072.48 | 402.23 | 200 BASE |

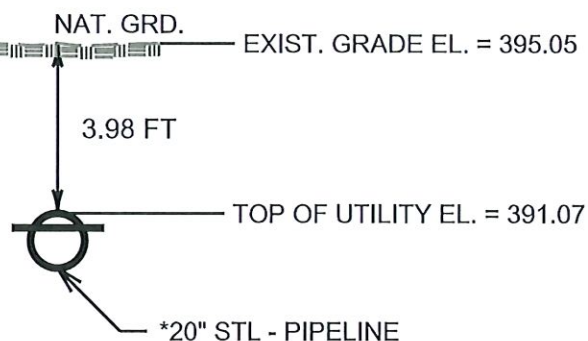


PLAN VIEW

Not to Scale

NOTE:

PIPELINE REPRESENTATIVE PREFERRED NOT TO FULLY EXPOSE EDGES OF PIPE. *SIZE AND MATERIAL PER RECORD AND VERIFIED BY PIPELINE REPRESENTATIVE.



SECTION VIEW

Not to Scale

The Rios Group, Inc.
TBPE Firm # F-14595



M. Epperly
05-27-2022

PROJECT NAME: BASTROP EDC - QLA & QLB
CLIENT: DOUCET
TRG PROJ. No.: DOUC2205.00
LOCATION: NEAR 405 JACKSON ST.
IN PIPELINE ESMT.
CITY / STATE: BASTROP / TX
TRG PROJ. MGR.: C. PHIPPS
TRG FIELD MGR.: K. LEDDY

TEST HOLE DATA FORM

UTILITY OWNER: ENERGY TRANSFER
EXCAVATED: 03-24-2022 ISSUED: 05-27-2022



THE RIOS GROUP

SUBSURFACE UTILITY ENGINEERING
UTILITY COORDINATION

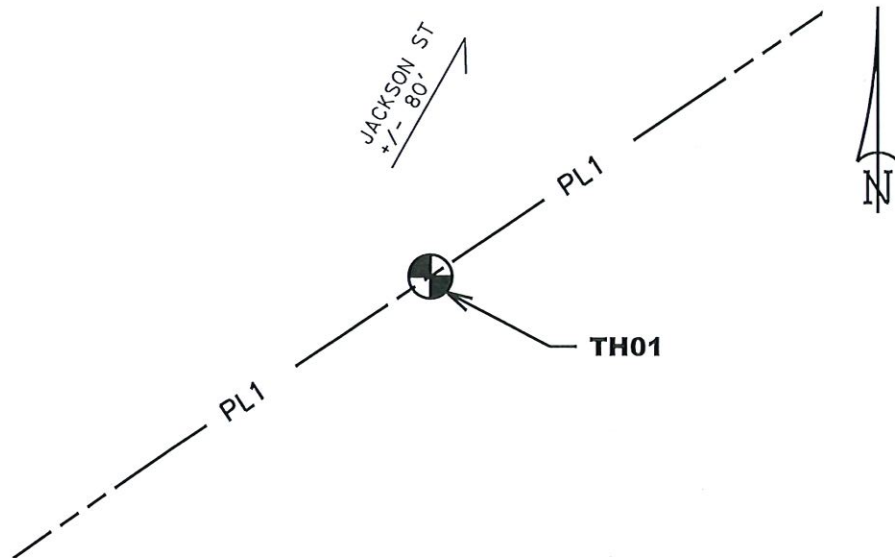
575 Round Rock West Drive
Building K, Suite 400
Round Rock, TX 78681

TEST HOLE No:

01

SURVEY INFORMATION

| TEST HOLE | POINT NUMBER | NORTHING (Y) | EASTING (X) | EXIST. GROUND ELEV. (Z) | DESCRIPTION |
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| 01 | 2008 | 10011806.08 | 3253047.06 | 395.05 | 5/8 IR W/CAP |
| CP | 2004 | 10011823.18 | 3253189.88 | 404.32 | 3" ALUM CAP |
| CP | 10245 | 10012020.15 | 3253072.48 | 402.23 | 200 BASE |

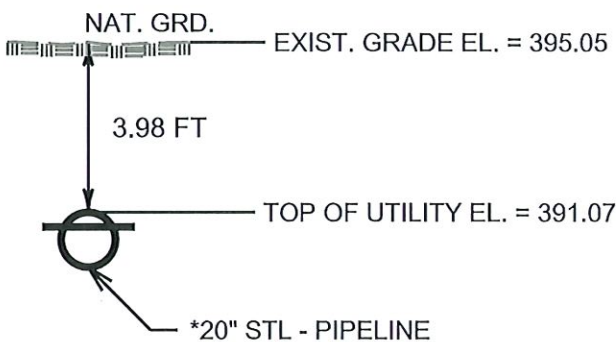


PLAN VIEW

Not to Scale

NOTE:

PIPELINE
REPRESENTATIVE
PREFERRED NOT TO
FULLY EXPOSE EDGES
OF PIPE. *SIZE AND
MATERIAL PER
RECORD AND
VERIFIED BY PIPELINE
REPRESENTATIVE.



SECTION VIEW

Not to Scale

The Rios Group, Inc.
TBPE Firm # F-14595



M. Epperly
05-27-2022

PROJECT NAME: BASTROP EDC - QLA & QLB
CLIENT: DOUCET
TRG PROJ. No.: DOUC2205.00
LOCATION: NEAR 405 JACKSON ST.
IN PIPELINE ESMT.
CITY / STATE: BASTROP / TX
TRG PROJ. MGR.: C. PHIPPS
TRG FIELD MGR.: K. LEDDY

TEST HOLE DATA FORM

UTILITY OWNER: ENERGY TRANSFER

EXCAVATED: 03-24-2022

ISSUED: 05-27-2022



THE RIOS GROUP

SUBSURFACE UTILITY ENGINEERING
UTILITY COORDINATION

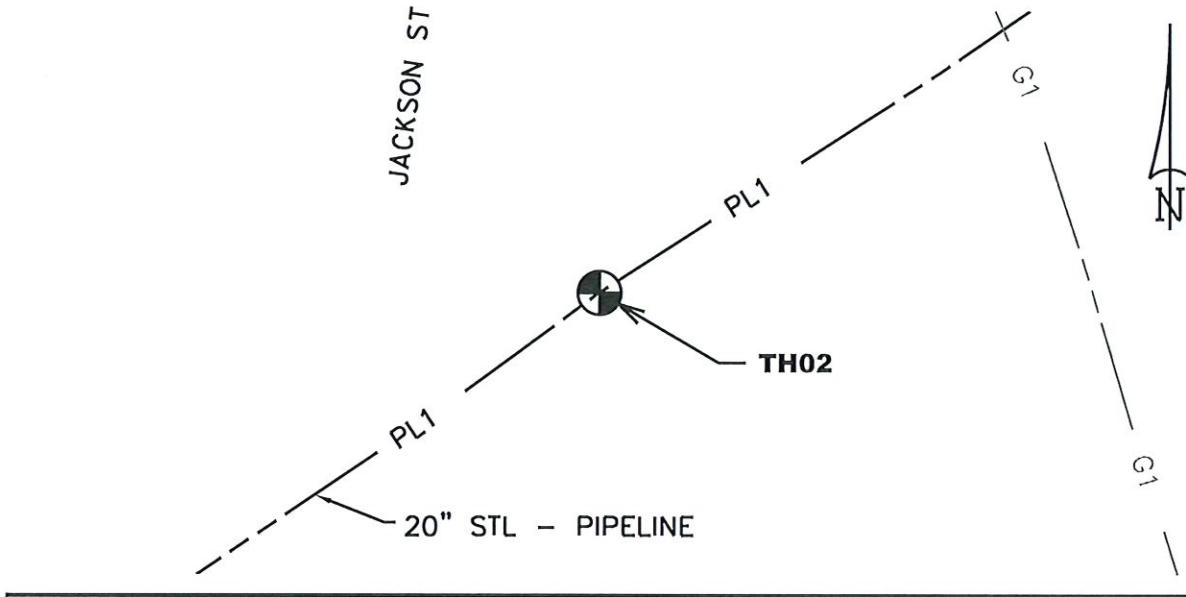
575 Round Rock West Drive
Building K, Suite 400
Round Rock, TX 78681

TEST HOLE No:

01

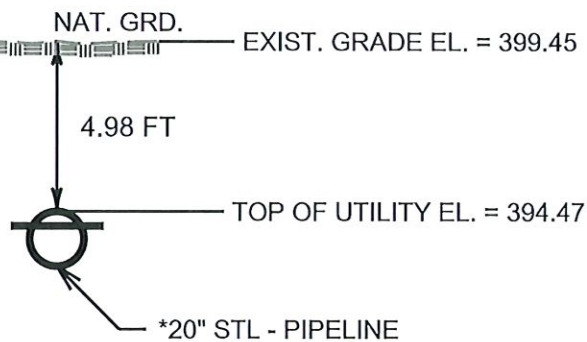
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| TEST HOLE | POINT NUMBER | NORTHING (Y) | EASTING (X) | EXIST. GROUND ELEV. (Z) | DESCRIPTION |
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| CP | 2004 | 10011823.18 | 3253189.88 | 404.32 | 3" ALUM CAP |
| CP | 10245 | 10012020.15 | 3253072.48 | 402.23 | 200 BASE |



NOTE:

PIPELINE REPRESENTATIVE PREFERRED NOT TO FULLY EXPOSE EDGES OF PIPE. *SIZE AND MATERIAL PER RECORD AND VERIFIED BY PIPELINE REPRESENTATIVE.



The Rios Group, Inc.
TBPE Firm # F-14595



M. Epperly
05-27-2022

PROJECT NAME: BASTROP EDC - QLA & QLB
CLIENT: DOUCET
TRG PROJ. No.: DOUC2205.00
LOCATION: NEAR 405 JACKSON ST.
IN PIPELINE ESMT.
CITY / STATE: BASTROP / TX
TRG PROJ. MGR.: C. PHIPPS
TRG FIELD MGR.: K. LEDDY

TEST HOLE DATA FORM

UTILITY OWNER: ENERGY TRANSFER
EXCAVATED: 03-24-2022 ISSUED: 05-27-2022



THE RIOS GROUP

SUBSURFACE UTILITY ENGINEERING
UTILITY COORDINATION

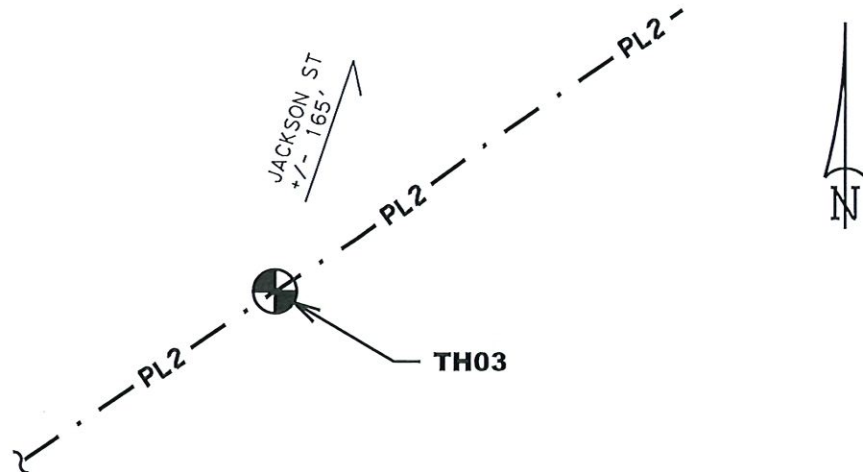
575 Round Rock West Drive
Building K, Suite 400
Round Rock, TX 78681

TEST HOLE No:

02

SURVEY INFORMATION

| TEST HOLE | POINT NUMBER | NORTHING (Y) | EASTING (X) | EXIST. GROUND ELEV. (Z) | DESCRIPTION |
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| CP | 2004 | 10011823.18 | 3253189.88 | 404.32 | 3" ALUM CAP |
| CP | 10245 | 10012020.15 | 3253072.48 | 402.23 | 200 BASE |

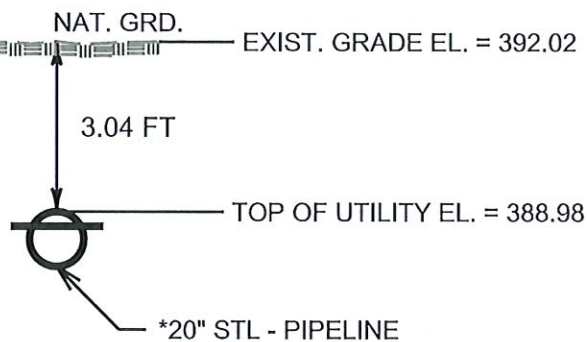


NOTE:

PIPELINE REPRESENTATIVE PREFERRED NOT TO FULLY EXPOSE EDGES OF PIPE. *SIZE AND MATERIAL PER RECORD AND VERIFIED BY PIPELINE REPRESENTATIVE.

PLAN VIEW

Not to Scale



SECTION VIEW

Not to Scale

The Rios Group, Inc.
TBPE Firm # F-14595



M. Epperly
05-27-2022

PROJECT NAME: BASTROP EDC - QLA & QLB
CLIENT: DOUCET
TRG PROJ. No.: DOUC2205.00
LOCATION: NEAR 405 JACKSON ST.
IN PIPELINE ESMT.
CITY / STATE: BASTROP / TX
TRG PROJ. MGR.: C. PHIPPS
TRG FIELD MGR.: K. LEDDY

TEST HOLE DATA FORM

UTILITY OWNER: ENTERPRISE

EXCAVATED: 03-24-2022

ISSUED: 05-27-2022



THE RIOS GROUP

SUBSURFACE UTILITY ENGINEERING
UTILITY COORDINATION

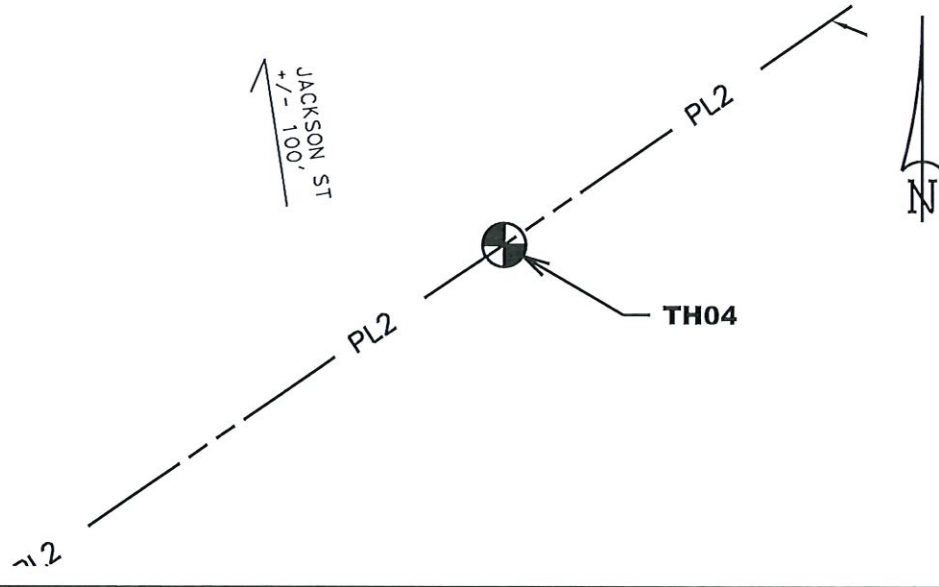
575 Round Rock West Drive
Building K, Suite 400
Round Rock, TX 78681

TEST HOLE No:

03

SURVEY INFORMATION

| TEST HOLE | POINT NUMBER | NORTHING (Y) | EASTING (X) | EXIST. GROUND ELEV. (Z) | DESCRIPTION |
|-----------|--------------|--------------|-------------|-------------------------|--------------|
| 04 | 2006 | 10011779.42 | 3253125.36 | 400.29 | 5/8 IR W/CAP |
| CP | 2004 | 10011823.18 | 3253189.88 | 404.32 | 3" ALUM CAP |
| CP | 10245 | 10012020.15 | 3253072.48 | 402.23 | 200 BASE |

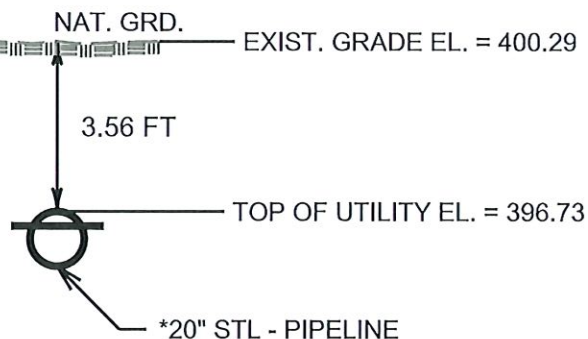


PLAN VIEW

Not to Scale

NOTE:

PIPELINE REPRESENTATIVE PREFERRED NOT TO FULLY EXPOSE EDGES OF PIPE. *SIZE AND MATERIAL PER RECORD AND VERIFIED BY PIPELINE REPRESENTATIVE.



SECTION VIEW

Not to Scale

The Rios Group, Inc.
TBPE Firm # F-14595



M. Epperly
05-27-2022

PROJECT NAME: BASTROP EDC - QLA & QLB
CLIENT: DOUCET
TRG PROJ. No.: DOUC2205.00
LOCATION: NEAR 405 JACKSON ST.
IN PIPELINE ESMT.
CITY / STATE: BASTROP / TX
TRG PROJ. MGR.: C. PHIPPS
TRG FIELD MGR.: K. LEDDY

TEST HOLE DATA FORM

UTILITY OWNER: ENTERPRISE

EXCAVATED: 03-24-2022

ISSUED: 05-27-2022













THE RIOS GROUP

SUBSURFACE UTILITY ENGINEERING
UTILITY COORDINATION

575 Round Rock West Drive
Building K, Suite 400
Round Rock, TX 78681

TEST HOLE No:

04

|  <div>The Rios Group, Inc. 575 Round Rock West Drive Building K, Suite 400 (512) 580-5440</div> | | | | <h1>Summary of Test Hole Information and Coordinates</h1> | | | | | | | | | |  | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------|--------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------|--------------------------|------------------------------|----------------|--------------|-------------|-------------------------------------------------------------------------------------|--------------------------|----------------------------------------|
| Project Name: Bastrop EDC - QLA & QLB | | | | General Location: Near 405 Jackson St. in Pipeline Easement | | | | | | | | | | Field Manager: K.Leddy | | |
| Client Name: Doucet | | | | | | | | | | | | | | Technicians: P.G./A.R. | | |
| Client Proj. Number: | | | | | | | | | | | | | | Vacuum Excavation Truck: VT7 | | |
| TRG Proj. Number: DOUC2205.00 | | | | City: Bastrop | | County: Bastrop | | State: Texas | | Designating Truck: T35 | | | | | | |
| Test Hole # | Utility Size, O.D. (Inches) | Utility Material (Refer to Legend) | Utility Type (Refer to Legend) | Depth to Top of Utility (Feet) | Cross Sectional View | General Utility Direction | Surface Type and Thickness (Inches) (Refer to Legend) | ID'd By: 1: IR/Cap 2: Nail/Disk 3: X in Conc | Date Test Hole Excavated | Utility Observed (Yes or No) | Survey Point # | Northing (Y) | Easting (X) | Ground Elevation (Z) | Top of Utility Elevation | Test Hole Specific Notes/Locations/Etc |
| 05 | 6 | PVC | W | 3.77 |  |  | NG | IR/Cap | 06/21/22 | Yes | 10711 | 10011926.94 | 3253092.96 | 399.21 | 395.44 | Owner: City of Bastrop |
| 06 | 2 | PVC | E | 2.84 |  |  | NG | IR/Cap | 06/21/22 | Yes | 10710 | 10011925.93 | 3253092.69 | 399.11 | 396.27 | Owner: Bastrop Power & Light |
| 07 | 4 | PE | G | 2.95 |  |  | NG | IR/Cap | 06/21/22 | Yes | 10709 | 10011924.96 | 3253092.59 | 399.03 | 396.08 | Owner: CenterPoint Energy |
| 08 | 2 | *STL | G | 4.72 |  |  | NG | IR/Cap | 06/21/22 | Yes | 10716 | 10011842.57 | 3253177.60 | 403.22 | 398.50 | Owner: CenterPoint Energy |

Notes:

| Utility Materials: | | |
|--------------------|--------------------------------|-------------------------------|
| STL - Steel | PVC - Polyvinyl Chloride | CSC - Concrete/Steel Cylinder |
| PE - Polyethylene | DBC - Direct Buried Cable | PLA - Plastic |
| AC - Transite | RCP - Reinforced Concrete Pipe | CONC - Concrete |
| CI - Cast Iron | VC - Vitrified Clay | CLAY - Clay |
| DI - Ductile Iron | FG - Fiberglass | UNK - Unknown |

| Utility Types: | | |
|------------------------|-------------------------|--------------------------------|
| E - Electric | BT - Buried Telephone | TS - Traffic Signal |
| G - Gas | FOC - Fiber Optic Cable | FM - Sanitary Sewer Force Main |
| W - Water | SAN - Sanitary Sewer | CWL - Chilled Water Line |
| PL - Product Line | STM - Storm Sewer | RWL - Reclaimed Water Line |
| FL - Fire Line (Water) | CTV - Cable Television | UNK - Unknown |

| Surface Types: |
|---------------------|
| A - Asphalt |
| B - Brick |
| C - Concrete |
| NG - Natural Ground |
| CG - Crushed Gravel |

Prepared By: C. Phipps

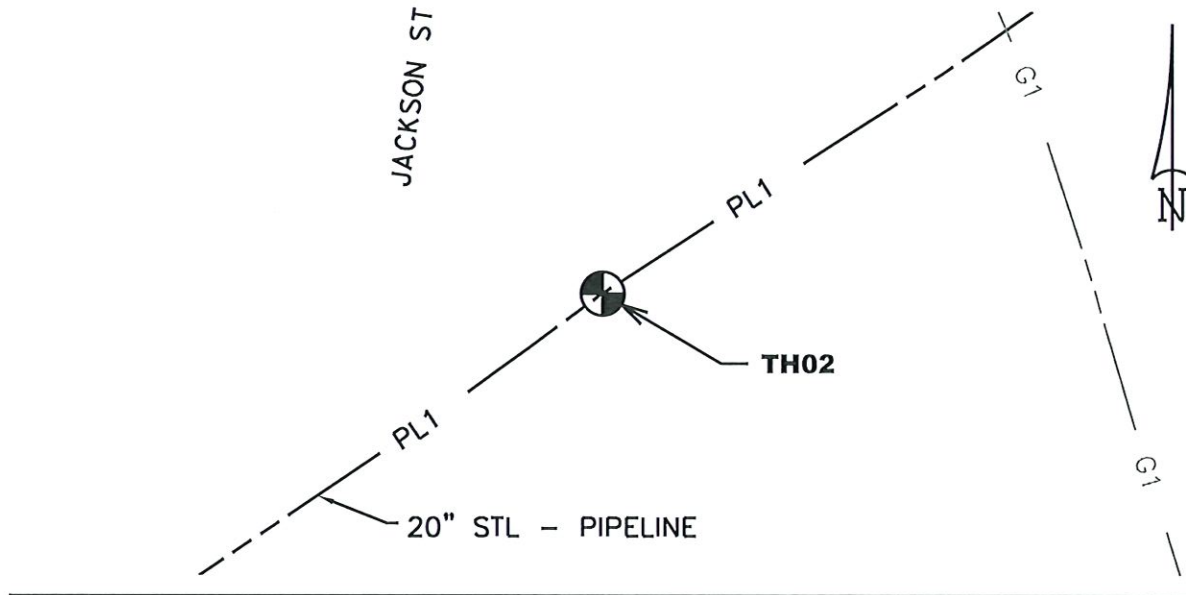
Date: 8/12/2022

Checked by: M. Epperly

Date: 8/15/2022

SURVEY INFORMATION

| TEST HOLE | POINT NUMBER | NORTHING (Y) | EASTING (X) | EXIST. GROUND ELEV. (Z) | DESCRIPTION |
|-----------|--------------|--------------|-------------|-------------------------|--------------|
| 02 | 2009 | 10011856.11 | 3253120.06 | 399.45 | 5/8 IR W/CAP |
| CP | 2004 | 10011823.18 | 3253189.88 | 404.32 | 3" ALUM CAP |
| CP | 10245 | 10012020.15 | 3253072.48 | 402.23 | 200 BASE |

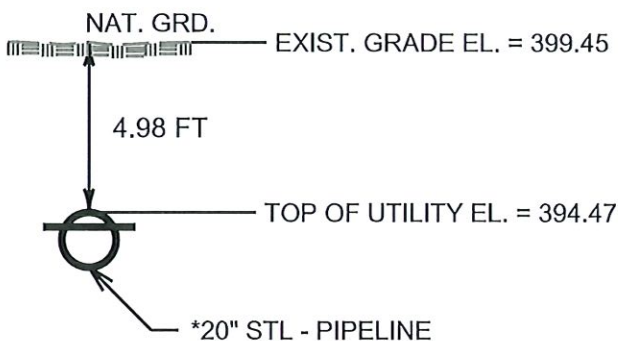


PLAN VIEW

Not to Scale

NOTE:

PIPELINE
REPRESENTATIVE
PREFERRED NOT TO
FULLY EXPOSE EDGES
OF PIPE. *SIZE AND
MATERIAL PER
RECORD AND
VERIFIED BY PIPELINE
REPRESENTATIVE.



SECTION VIEW

Not to Scale

The Rios Group, Inc.
TBPE Firm # F-14595



M. Epperly
05-27-2022

PROJECT NAME: BASTROP EDC - QLA & QLB
CLIENT: DOUCET
TRG PROJ. No.: DOUC2205.00
LOCATION: NEAR 405 JACKSON ST.
IN PIPELINE ESMT.
CITY / STATE: BASTROP / TX
TRG PROJ. MGR.: C. PHIPPS
TRG FIELD MGR.: K. LEDDY

TEST HOLE DATA FORM

UTILITY OWNER: ENERGY TRANSFER

EXCAVATED: 03-24-2022

ISSUED: 05-27-2022



THE RIOS GROUP

SUBSURFACE UTILITY ENGINEERING
UTILITY COORDINATION

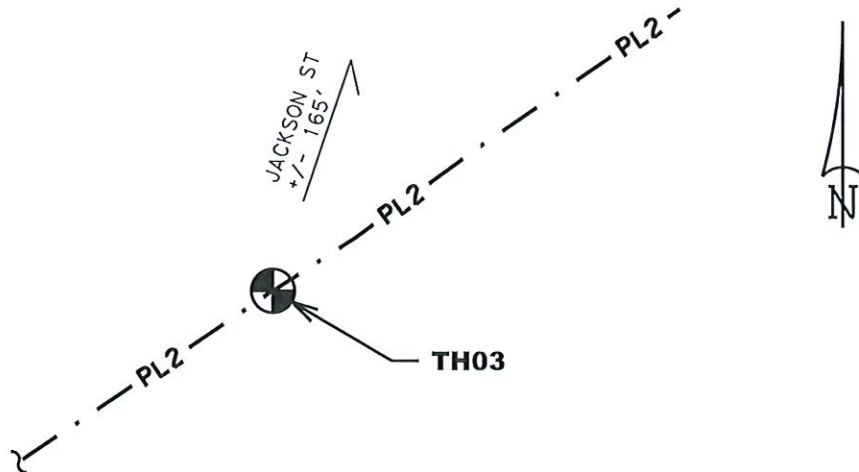
575 Round Rock West Drive
Building K, Suite 400
Round Rock, TX 78681

TEST HOLE No:

02

SURVEY INFORMATION

| TEST HOLE | POINT NUMBER | NORTHING (Y) | EASTING (X) | EXIST. GROUND ELEV. (Z) | DESCRIPTION |
|-----------|--------------|--------------|-------------|-------------------------|--------------|
| 03 | 2007 | 10011719.87 | 3253037.98 | 392.02 | 5/8 IR W/CAP |
| CP | 2004 | 10011823.18 | 3253189.88 | 404.32 | 3" ALUM CAP |
| CP | 10245 | 10012020.15 | 3253072.48 | 402.23 | 200 BASE |

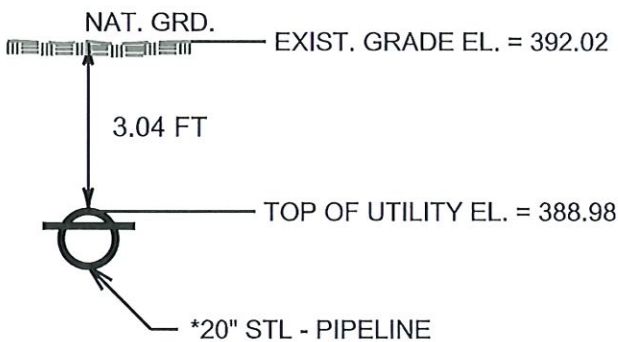


NOTE:

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OF PIPE. *SIZE AND
MATERIAL PER
RECORD AND
VERIFIED BY PIPELINE
REPRESENTATIVE.

PLAN VIEW

Not to Scale



SECTION VIEW

Not to Scale

The Rios Group, Inc.
TBPE Firm # F-14595



M. Epperly
05-27-2022

PROJECT NAME: BASTROP EDC - QLA & QLB
CLIENT: DOUCET
TRG PROJ. No.: DOUC2205.00
LOCATION: NEAR 405 JACKSON ST.
IN PIPELINE ESMT.
CITY / STATE: BASTROP / TX
TRG PROJ. MGR.: C. PHIPPS
TRG FIELD MGR.: K. LEDDY

TEST HOLE DATA FORM

UTILITY OWNER: ENTERPRISE

EXCAVATED: 03-24-2022

ISSUED: 05-27-2022



THE RIOS GROUP

SUBSURFACE UTILITY ENGINEERING
UTILITY COORDINATION

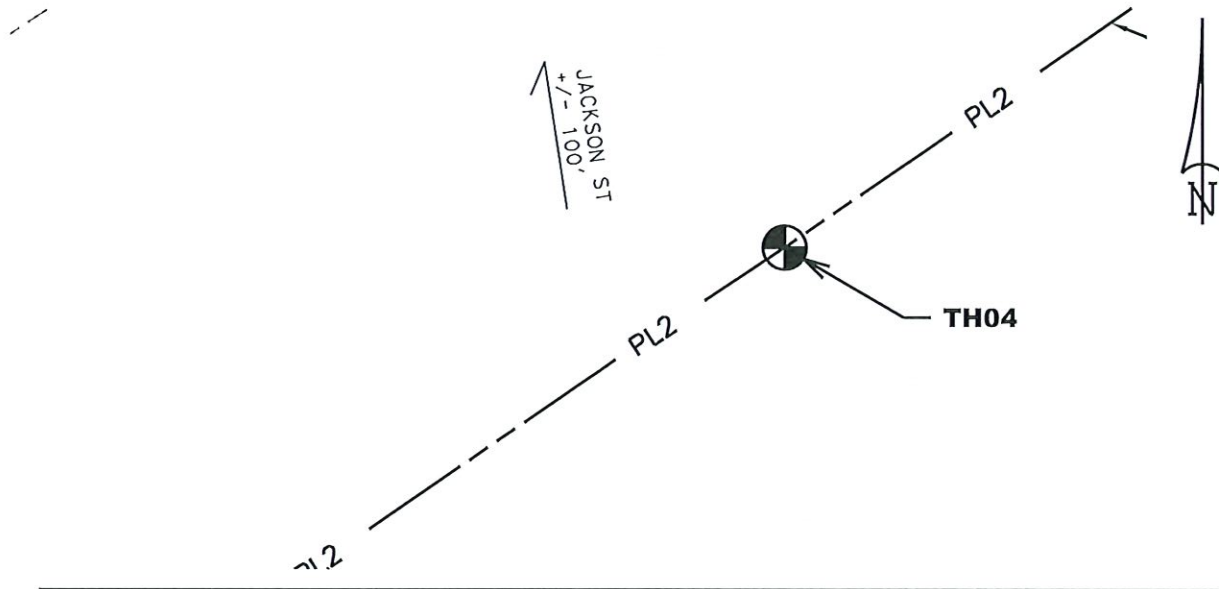
575 Round Rock West Drive
Building K, Suite 400
Round Rock, TX 78681

TEST HOLE No:

03

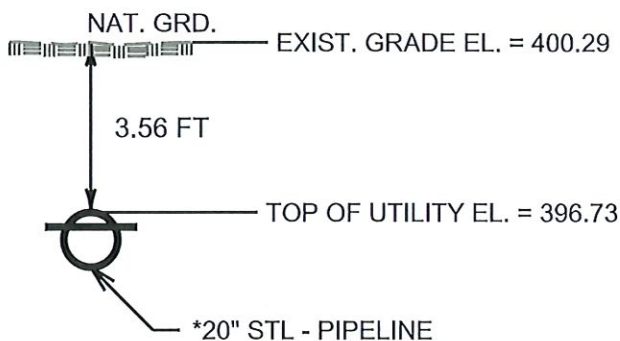
SURVEY INFORMATION

| TEST HOLE | POINT NUMBER | NORTHING (Y) | EASTING (X) | EXIST. GROUND ELEV. (Z) | DESCRIPTION |
|-----------|--------------|--------------|-------------|-------------------------|--------------|
| 04 | 2006 | 10011779.42 | 3253125.36 | 400.29 | 5/8 IR W/CAP |
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The Rios Group, Inc.
TBPE Firm # F-14595



M. Epperly
05-27-2022

PROJECT NAME: BASTROP EDC - QLA & QLB
CLIENT: DOUCET
TRG PROJ. No.: DOUC2205.00
LOCATION: NEAR 405 JACKSON ST.
IN PIPELINE ESMT.
CITY / STATE: BASTROP / TX
TRG PROJ. MGR.: C. PHIPPS
TRG FIELD MGR.: K. LEDDY

TEST HOLE DATA FORM

UTILITY OWNER: ENTERPRISE

EXCAVATED: 03-24-2022

ISSUED: 05-27-2022













THE RIOS GROUP

SUBSURFACE UTILITY ENGINEERING
UTILITY COORDINATION

575 Round Rock West Drive
Building K, Suite 400
Round Rock, TX 78681

TEST HOLE No:

04

|  <div>The Rios Group, Inc. 575 Round Rock West Drive Building K, Suite 400 (512) 580-5440</div> | | <h1>Summary of Test Hole Information and Coordinates</h1> | | | | | | | | | |  | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------|--------------------------------|--------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------|--------------------------|------------------------------|----------------|-------------------------------------------------------------------------------------|-------------|----------------------|--------------------------|----------------------------------------|
| Project Name: Bastrop EDC - QLA & QLB | | General Location: Near 405 Jackson St. in Pipeline Easement | | | | | | | | | | Field Manager: K.Leddy | | | | |
| Client Name: Doucet | | | | | | | | | | | | Technicians: P.G./A.R. | | | | |
| Client Proj. Number: | | | | | | | | | | | | Vacuum Excavation Truck: VT7 | | | | |
| TRG Proj. Number: DOUC2205.00 | | City: Bastrop | | County: Bastrop | | State: Texas | | | | | | Designating Truck: T35 | | | | |
| Test Hole # | Utility Size, O.D. (Inches) | Utility Material (Refer to Legend) | Utility Type (Refer to Legend) | Depth to Top of Utility (Feet) | Cross Sectional View | General Utility Direction | Surface Type and Thickness (Inches) (Refer to Legend) | ID'd By: 1: IR/Cap 2: Nail/Disk 3: X in Conc | Date Test Hole Excavated | Utility Observed (Yes or No) | Survey Point # | Northing (Y) | Easting (X) | Ground Elevation (Z) | Top of Utility Elevation | Test Hole Specific Notes/Locations/Etc |
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| 06 | 2 | PVC | E | 2.84 |  |  | NG | IR/Cap | 06/21/22 | Yes | 10710 | 10011925.93 | 3253092.69 | 399.11 | 396.27 | Owner: Bastrop Power & Light |
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| PE - Polyethylene | DBC - Direct Buried Cable | PLA - Plastic |
| AC - Transite | RCP - Reinforced Concrete Pipe | CONC - Concrete |
| CI - Cast Iron | VC - Vitrified Clay | CLAY - Clay |
| DI - Ductile Iron | FG - Fiberglass | UNK - Unknown |

| Utility Types: | | |
|------------------------|-------------------------|--------------------------------|
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| G - Gas | FOC - Fiber Optic Cable | FM - Sanitary Sewer Force Main |
| W - Water | SAN - Sanitary Sewer | CWL - Chilled Water Line |
| PL - Product Line | STM - Storm Sewer | RWL - Reclaimed Water Line |
| FL - Fire Line (Water) | CTV - Cable Television | UNK - Unknown |

| Surface Types: |
|---------------------|
| A - Asphalt |
| B - Brick |
| C - Concrete |
| NG - Natural Ground |
| CG - Crushed Gravel |

Prepared By: C. Phipps

Date: 8/12/2022

Checked by: M. Epperly

Date: 8/15/2022