

RESOLUTION NO. R-2025-82

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
APPROVING A CONSTRUCTION CONTRACT WITH JAY-REESE
CONTRACTORS, INC. FOR A NOT-TO-EXCEED AMOUNT OF TEN
MILLION ONE HUNDRED FORTY TWO THOUSAND ONE HUNDRED
SEVENTY EIGHT DOLLARS AND SEVENTY-FIVE CENTS
(\$10,142,178.75) FOR THE CONSTRUCTION OF THE OLD IRON BRIDGE
REHABILITATION PROJECT; AS ATTACHED IN EXHIBIT A.**

WHEREAS, the City of Bastrop City Council understands the Old Iron Bridge is an iconic structure for the city and its residents, and the project will restore the bridge's pedestrian transportation function in addition to preserving its historic and cultural significance; and

WHEREAS, on January 9, 2024, the City Council passed Resolution No. R-2024-02 entering into a professional services contract with Huitt-Zollars, Inc. for the design and construction phase services for the Old Iron Bridge Rehabilitation Project ("Project"); and

WHEREAS, on March 12, 2025, the City published an Invitation to Bid ("ITB") for construction services for the Project; and

WHEREAS, the City received four (4) bids that were timely filed in response to the ITB; and

WHEREAS, Huitt-Zollars evaluated the bids and provided a recommendation to award the construction contract for this project to Jay-Reese Contractors, Inc., the lowest responsible bidder; and

WHEREAS, the City has the power to execute the Construction Contract ("Contract") attached and incorporated herein as Exhibit A, with the Contractor; and

WHEREAS, the City desires to hire the Contractor to provide those construction services specified in the Contract.

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

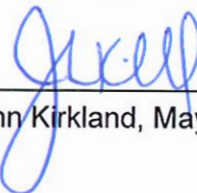
Section 1: The City Council hereby authorizes the City Manager to execute the Construction Contract with Jay-Reese Contractors, Inc., (incorporated herein as Exhibit A) for a not-to-exceed amount of Ten Million One Hundred Forty Two Thousand One Hundred Seventy Eight Dollars and Seventy-Five Cents (\$10,142,178.75).

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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 29th day of April, 2025.

APPROVED:



John Kirkland, Mayor Pro-Tem

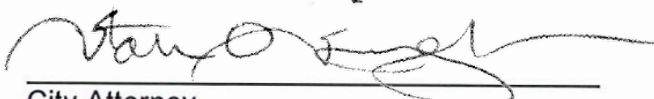
ATTEST:



Victoria Psencik, Assistant City Secretary



APPROVED AS TO FORM:



City-Attorney

CITY OF BASTROP



OLD IRON BRIDGE REHABILITATION

Project Manual

MARCH 2025

Project Number CIP-FY24-TR-0001

Prepared by



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Houston, Texas 77042
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HZI Job No. R317036.01



12MAR25

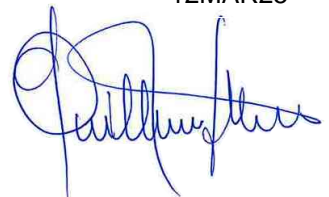


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TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARD SPECIFICATIONS

The Texas Department of Transportation “Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges,” 2024 Edition, is incorporated herein by reference for all intents and purposes. If a standard specified in that document conflicts with a standard included within a bid specifications document, the standard in the bid specifications document controls. If the standard is still unclear, the Engineer will determine which standard controls and his determination shall be final.

TxDOT Specifications and/or Special or modified

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ADVERTISEMENT FOR BIDS
CITY OF BASTROP
BASTROP, TEXAS
OLD IRON BRIDGE REHABILITATION PROJECT

General Notice

City of Bastrop (Owner) is requesting Bids for the construction of the following Project:

City of Bastrop
Old Iron Bridge Rehabilitation
Project CIP-FY24-TR-0001

Bids for the construction of the Project will be received at **Bastrop City Hall** located at located at **1311 Chestnut Street Bastrop, TX 78602, until Thursday April 3, 2025 at 1:00 PM local time**. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Old Iron Bridge Rehabilitation project is located adjacent and parallel to the SH 150 bridge over the Colorado River in Bastrop, Texas. The existing bridge is comprised of 18 concrete approach spans and 3 structurally independent truss main spans. The bridge will require a full rehabilitation, including concrete deck, steel truss components, installation of railing and decorative lights. The project will also include SWPPP.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://www.civcastusa.com/>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

A **mandatory pre-bid conference** for the Project will be held on Friday, March 21, 2025 at 10:30 AM local time at City Hall located at 1311 Chestnut Street Bastrop Texas 78602, followed by a site visit to Old Iron Bridge. **A virtual option will NOT be available.** Attendance at the pre-bid conference is required.

Questions regarding this bid must be received by **Tuesday, March 25, 2025** on or before **5:00 p.m.**

Please submit your question(s) through CIVCAST.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **City of Bastrop**

By: **Sylvia Carrillo-Trevino, ICMA-CM, CPM**

Title: **City Manager**

Date: **Wednesday, March 12, 2025**

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and

reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. **Final design files in AutoCAD Civil3D version 2023 or later**
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 **Bidder is to submit** the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments. A minimum of five (5) previous projects of similar scope. A minimum of five (5) years substantial experience by the contractor and/or subcontractor performing similar scope of work in the state of Texas. Include name of the project, cost, when the project was completed and contact name and phone number.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.

- E. Submit a list of projects and references that meet the requested experience. Not providing the information requested may result in the bidder being deemed non-responsive. The Contractor shall provide experience in the following items.

Bid Items

- i. Item No. 003 – Concrete Structure Repair (Minor)
- ii. Item No. 004 – Concrete Structure Repair (Intermediate)
- iii. Item No. 005 – Concrete Structure Repair (Intermediate)(Vertical/Overhead)
- iv. Item No. 006 – Concrete Structure Repair (Major)
- v. Item No. 007 – Concrete Structure Repair (Major)(Vertical/Overhead)
- vi. Item No. 010 – Remove and Reconstruct Concrete Rail
- vii. Item No. 012 – Reinforced Concrete Slab
- viii. Item No. 016 – Replace Portal Strut Bottom Chord
- ix. Item No. 017 – Replace BC Batten Plate
- x. Item No. 018 – Replace FB Top Flange
- xi. Item No. 022 – Repair SI Flange
- xii. Item No. 023 – Replace Gusset Plate
- xiii. Item No. 024 – Repair Bearing
- xiv. Item No. 026 – Bridge Joint

- 3.02 A Bidder's failure to submit required qualification information may disqualify Bidder from receiving an award of the Contract.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A **mandatory** pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders must attend and participate in the conference. Attendance at this conference is **required** to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or

adjacent to the Site:

- a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
 4. *Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the project.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 Site Visit

- A. **Each bidder should visit the site** of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. **The City will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.**

5.04 Owner's Safety Program

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.05 Other Work at the Site

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the

general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. Submit all questions through CIVCAST.**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder

will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.
- 9.03 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 Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work as stated in the ARTICLE 3, Qualifications to bidders.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form/Bid Schedule is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 Unit Price

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form, including Form 1295, see below. **Bidder must also include in the bid package a flash or thumb drive with PDF copies of all the bid documents submitted.**

Contractor shall provide Form 1295

Form can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Provide an original completed form which has been signed and notarized.

Box 2: City of Bastrop, Texas

Box 3: **Project Number CIP-FY24-TR-0001**

Box 4: Your company name

- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 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 its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this

period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner rejects the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. The contract will be awarded to the responsive, responsible Bidder submitting the lowest bid.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from **Texas** state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. **74-6000231**). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

BID FORM C-410

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Bastrop, 1311 Chestnut Street, Bastrop, Texas 78602**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Statement of Qualifications (See C-200, Article 3)
 - C. List of Proposed Subcontractors;
 - D. List of Proposed Suppliers;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - F. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. References
 - I. Additional Items: Noncollusion Affidavit of Prime Bidder Certification Regarding Debarment Form
 - J. FORM 1295

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:
 - B. SEE NEXT PAGE

BID SCHEDULE NEXT PAGE

CITY OF BASTROP OLD IRON BRIDGE REHAB BID SCHEDULE FORM

BASE BID

March 27-2025

GENERAL ITEMS

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST
001	Construction Contingency, Complete in place the sum of, (CONTRACTOR MAY NOT ALTERED THE COST) (DELETED) _____ Dollars and _____ Cents per DOL.	DOL	1	\$250,000	\$250,000
002	Mobilization, performance bond, payment bond, maintenance/warranty bond and insurance, max 5% of construction cost, Complete in place the sum of, Eight Hundred Twenty Seven Thousand Dollars and No Cents per lump sum.	LS	1	\$ 827,000.00	\$ 827,000.00
GENERAL ITEMS SUBTOTAL					\$ 827,000.00

CONCRETE REPAIRS ITEMS SUBTOTAL

003	Concrete Structure Repair (Minor), Complete in place the sum of, One Hundred Fifty Dollars and No Cents per square feet.	SF	129	\$ 150.00	\$ 19,350.00
004	Concrete Structure Repair (Intermediate), Complete in place the sum of, Two Hundred Thirty Dollars and No Cents per square feet.	SF	3	\$ 230.00	\$ 690.00
005	Concrete Structure Repair (Intermediate) (Vertical/Overhead), Complete in the place the sum of, Two Hundred Dollars and No Cents per square feet.	SF	56	\$ 200.00	\$ 11,200.00
006	Concrete Structure Repair (Major), Complete in the place the sum of, Two Hundred Seventy Dollars and No Cents per square feet.	SF	0	\$ 270.00	\$ 0.00

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST
007	Concrete Structure Repair (Major) (Vertical/Overhead), Complete in the place the sum of, Two Hundred Seventy Five Dollars and No Cents per square feet.	SF	24	\$ <u>275.00</u>	\$ <u>6,600.00</u>
008	Plane Asphalt Concrete Pavement (0" to 2"), Complete in the place the sum of, Ten Dollars and No Cents per square yard.	SY	1,476	\$ <u>10.00</u>	\$ <u>14,760.00</u>
008A	Hydro-Demolition (SURFACE), Complete in the place the sum of, Sixty Five Dollars and No Cents per square yard.	SY	1,476	\$ <u>65.00</u>	\$ <u>95,940.00</u>
009	Deck Overlay, Complete in the place the sum of, Ninety Eight Dollars and No Cents per square yard.	SY	1,476	\$ <u>98.00</u>	\$ <u>144,648.00</u>
010	Remove and Reconstruct Concrete Rail, Complete in the place the sum of Two Thousand Dollars and No Cents per each.	EA	2	\$ <u>2,000.00</u>	\$ <u>4,000.00</u>
011	Remove Concrete Bridge Deck, Complete in the place the sum of, Twenty Four Dollars and No Cents per square feet.	SF	11,649	\$ <u>24.00</u>	\$ <u>279,576.00</u>
012	Reinforced Concrete Slab, Complete in the place the sum of, Forty Nine Dollars and No Cents per square feet.	SF	11,649	\$ <u>49.00</u>	\$ <u>570,801.00</u>
CONCRETE REPAIRS ITEMS SUBTOTAL					\$ <u>1,147,565.00</u>

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST
STEEL REPAIRS ITEMS					
013	Clean & Paint Exist Truss (System II), Complete in the place the sum of, One Million One Hundred Twenty Seven Thousand Five Hundred Dollars and No Cents per each.	EA	3	\$ <u>1,127,500.00</u>	\$ <u>3,382,500.00</u>
014	Heat Straighten, Complete in the place the sum of, One Thousand Eight Hundred Fifty Dollars and No Cents per each.	EA	15	\$ <u>1,850.00</u>	\$ <u>27,750.00</u>
015	Filler Plate Repair, Complete in the place the sum of, Two Hundred Ninety Five Dollars and No Cents per each.	EA	24	\$ <u>295.00</u>	\$ <u>7,080.00</u>
016	Replace Portal Strut Bottom Chord, Complete in the place the sum of, Two Hundred Thirty Five Dollars and No Cents per linear feet.	LF	42	\$ <u>235.00</u>	\$ <u>9,870.00</u>
017	Repair Sway Bracing, Complete in the place the sum of, Eighty Five Dollars and No Cents per each.	EA	3	\$ <u>85.00</u>	\$ <u>255.00</u>
018	Replace BC Batten Plate, Complete in the place the sum of, One Thousand Seven Hundred Forty Five Dollars and No Cents per each.	EA	30	\$ <u>1,745.00</u>	\$ <u>52,350.00</u>
019	Replace FB Top Flange, Complete in the place the sum of, Five Hundred Twenty Dollars and No Cents per linear feet.	LF	483	\$ <u>520.00</u>	\$ <u>251,160.00</u>
020	Remove FB Top Flange Connection Angle, Complete in the place the sum of, Two Hundred Fifty Dollars and No Cents per each.	EA	47	\$ <u>250.00</u>	\$ <u>11,750.00</u>

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST
021	Replace FB Connection Angle, Complete in the place the sum of, One Thousand Five Hundred Fifteen Dollars and No Cents per each.	EA	29	\$ <u>1,515.00</u>	\$ <u>43,935.00</u>
022	Remove SI Seat Angle, Complete in the place the sum of, One Hundred Sixty Five Dollars and No Cents per each.	EA	324	\$ <u>165.00</u>	\$ <u>53,460.00</u>
023	Repair SI Flange, Complete in the place the sum of, Four Hundred Seventy Five Dollars and No Cents per linear feet.	LF	311	\$ <u>475.00</u>	\$ <u>147,725.00</u>
024	Replace Gusset Plate, Complete in the place the sum of, Four Thousand Eight Hundred Fifty Dollars and No Cents per each.	EA	52	\$ <u>4,850.00</u>	\$ <u>252,200.00</u>
025	Repair Bearing, Complete in the place the sum of, Twelve Thousand Eight Hundred Fifty Dollars and No Cents per each.	EA	4	\$ <u>12,850.00</u>	\$ <u>51,400.00</u>
STEEL REPAIRS ITEMS SUBTOTAL					\$ <u>4,291,435.00</u>

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST
JOINT REPAIRS ITEMS					
026	Clean & Seal Bridge Joint (Concrete), Complete in the place the sum of, One Hundred Twenty Five Dollars and No Cents per linear feet.	LF	396	\$ <u>125.00</u>	\$ <u>49,500.00</u>
027	Bridge Joint (Steel Truss), Complete in the place the sum of, Two Hundred Twenty Dollars and No Cents per linear feet.	LF	80	\$ <u>220.00</u>	\$ <u>17,600.00</u>
JOINT REPAIRS ITEMS SUBTOTAL					\$ <u>67,100.00</u>

MISCELLANEOUS REPAIRS ITEMS					
028	Concrete Riprap (5 in.), Complete in the place the sum of, Eight Hundred Thirty Dollars and No Cents per cubic yard.	CY	128.0	\$ <u>830.00</u>	\$ <u>106,240.00</u>
029	Compacted Fill, Complete in the place the sum of, Eighty Five Dollars and No Cents per cubic yard.	CY	51.8	\$ <u>85.00</u>	\$ <u>4,403.00</u>
030	Clean Deck Drain, Complete in the place the sum of, Forty Five Dollars and No Cents per each.	EA	144	\$ <u>45.00</u>	\$ <u>6,480.00</u>
031	Deck Drain, Complete in the place the sum of, One Thousand Three Hundred Twenty Five Dollars and No Cents per each.	EA	108	\$ <u>1,325.00</u>	\$ <u>143,100.00</u>
032	Modify Concrete Rail, Complete in the place the sum of, Seventy Seven Dollars and Fifty Cents per linear feet.	LF	1,404	\$ <u>77.50</u>	\$ <u>108,810.00</u>
033	Steel Truss Rail, Complete in the place the sum of, One Hundred Eighty Five Dollars and No Cents per linear feet.	LF	1,164	\$ <u>185.00</u>	\$ <u>215,340.00</u>
MISCELLANEOUS REPAIRS ITEMS SUBTOTAL					\$ <u>584,373.00</u>

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST
CONSTRUCTION PHASING AND TRAFFIC CONTROL ITEMS					
034	Temporary Traffic Control (Standard Site), including installation, maintenance and removal, Complete in the place the sum of, Twenty Seven Thousand Dollars and No Cents per Each.	EA	1	\$ <u>27,000.00</u>	\$ <u>27,000.00</u>
CONSTRUCTION PHASING AND TRAFFIC CONTROL ITEMS SUBTOTAL					\$ <u>27,000.00</u>

EROSION CONTROL MEASURES ITEMS					
035	Erosion Control plan as per plans including construction entrance/exit, and filter fabric fence, Complete in the place the sum of, Forty Thousand Four Hundred Dollars and No Cents per Lump Sum.	LS	1	\$ <u>40,400.00</u>	\$ <u>40,400.00</u>
EROSION CONTROL ITEMS SUBTOTAL					\$ <u>40,400.00</u>

ELECTRICAL & ILLUMINATION ITEMS					
036	Light Pedestal and Fixtures as shown in the plans, Complete in the place the sum of, Thirteen Thousand Two Hundred Dollars and No Cents per each.	EA	11	\$ <u>13,200.00</u>	\$ <u>145,200.00</u>
037	Receptacles, Complete in the place the sum of, Four Hundred Twenty Five Dollars and No Cents per each.	EA	9	\$ <u>425.00</u>	\$ <u>3,825.00</u>
038	2-1/2" Conduit as shown in the plan, Complete in the place the sum of, Sixty Nine Dollars and No Cents per linear feet.	LF	330	\$ <u>69.00</u>	\$ <u>22,770.00</u>
039	1-1/2" Conduit as shown in the plan, Complete in the place the sum of, Forty One Dollars and No Cents per linear feet.	LF	255	\$ <u>41.00</u>	\$ <u>10,455.00</u>
039A	1-1/4" Conduit as shown in the plan, Complete in the place the sum of, Thirty Seven Dollars and Fifty Cents per linear feet.	LF	2,325	\$ <u>37.50</u>	\$ <u>87,187.50</u>

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST
040	#4 Wire, Complete in the place the sum of, Four Dollars and Fifty Cents per linear feet.	LF	2,325	\$ <u>4.50</u>	\$ <u>10,462.50</u>
041	#8 Wire, Complete in the place the sum of, Three Dollars and No Cents per linear feet.	LF	2,325	\$ <u>3.00</u>	\$ <u>6,975.00</u>
042	#3 Wire, Complete in the place the sum of, Four Dollars and Twenty Five Cents per linear feet.	LF	1,200	\$ <u>4.25</u>	\$ <u>5,100.00</u>
043	#1 Wire, Complete in the place the sum of, Five Dollars and Twenty Five Cents per linear feet.	LF	3,252	\$ <u>5.25</u>	\$ <u>17,073.00</u>
044	#1/0 Wire. Complete in the place the sum of. Six Dollars and Seventy Five Cents per linear feet.	LF	4,536	\$ <u>6.75</u>	\$ <u>30,618.00</u>
045	24"x24" pull boxes , Complete in the place the sum of, Two Thousand Dollars and No Cents per Each.	EA	2	\$ <u>2,000.00</u>	\$ <u>4,000.00</u>
046	Demolition of existing lighting fixtures, Complete in the place the sum of, One Thousand Four Hundred Dollars and No Cents per Each.	EA	12	\$ <u>1,400.00</u>	\$ <u>16,800.00</u>
047	Rack w/ Panel, Complete in the place the sum of, Seventeen Thousand Dollars and No Cents per each.	EA	2	\$ <u>17,000.00</u>	\$ <u>34,000.00</u>
048	Custom handrail lighting along truss portion of the existing bridge with 120/24V drivers per manufacturer, Complete in the place the sum of, One Hundred Sixty Dollars and No Cents per linear feet.	LF	1,200	\$ <u>160.00</u>	\$ <u>192,000.00</u>
ELECTRICAL & ILLUMINATION ITEMS SUBTOTAL					\$ <u>586,466.00</u>

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST
ARCHITECTURAL ITEMS					
050	Seating Bench, Complete in the place the sum of, Three Thousand Five Hundred Dollars and No Cents per each.	EA	9	\$ <u>3,500.00</u>	\$ <u>31,500.00</u>
051	Stamped Concrete - Chiseled Slated, Complete in the place the sum of, Twenty Five Dollars and No Cents per square feet.	SF	1,676	\$ <u>25.00</u>	\$ <u>41,900.00</u>
052	Stamped Concrete - Slate Pattern, Complete in the place the sum of, Twenty Eight Dollars and No Cents per square feet.	SF	4,063	\$ <u>28.00</u>	\$ <u>113,764.00</u>
ARCHITECTURAL ITEMS SUBTOTAL					\$ <u>187,164.00</u>

MISCELLANEOUS ITEMS					
053	Temporary 5-ft wide by 9-ft high with plywood cover (top) overhead pedestrian canopy protection under the construction area, including installation, maintenance and removal after construction per OSHA requirements, Complete in the place the sum of, Two Hundred Sixty Dollars and No Cents per Linear feet.	LF	100	\$ <u>260.00</u>	\$ <u>26,000.00</u>
054	Temporary construction access road to project area, and access road, including installation, maintenance and removal after construction. Including hydromulch of all disturbed areas during construction, Complete in the place the sum of, Two Hundred Seven Thousand Five Hundred Dollars and No Cents per Lump sum.	LS	1	\$ <u>207,500.00</u>	\$ <u>207,500.00</u>
055	Removal of existing access wire/gate and replace with a red 15-ft wide gate, 7-Bar Steel Max stock gate or approve equal, Complete in the place the sum of, Five Thousand Four Hundred Fifty Dollars and No Cents per Each.	EA	1	\$ <u>5,450.00</u>	\$ <u>5,450.00</u>

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST
056	Temporary Orange Safety Fence, 4 ft min. height, including, installation, maintenance and removal after construction as per plans, Complete in the place the sum of, (Deleted, Orange safety fence will be incidental to the project) _____ Dollars and _____ Cent per Linear feet.	LF	1,800	\$0.00	\$0.00
057	Maintenance and replacement of existing access driveway, as per plans, Complete in the place the sum of, Fifteen Thousand Six Hundred Dollars and No Cents per Lump Sum	LS	1	\$ 15,600.00	\$ 15,600.00
058	Removal and replacement of existing barded wire fence as shown in the plans, Complete in the place the sum of, Seventy Five Dollars and No Cents per Linear feet.	LF	25	\$ 75.00	\$ 1,875.00
059	Hydromulch ALL Disturbed areas, Complete in the place the sum of, Four Thousand Four Hundred Fifty Dollars and No Cents per Acre.	AC	2	\$ 4,450.00	\$ 8,900.00
MISCELLANEOUS ITEMS SUBTOTAL					\$ 265,325.00

SUPPLEMENTAL ITEMS

060	Waterline brace removal and replacement as shown in plan, Complete in the place the sum of, Nine Hundred Fifteen Dollars and No Cents per Each.	EA	15	\$ 915.00	\$ 13,725.00
061	Tree removal 0 to 11.99 inch, Complete in the place the sum of, Four Hundred Dollars and No Cents per Each.	EA	10	\$ 400.00	\$ 4,000.00
062	Tree removal 12 to 29.99 inch, Complete in the place the sum of, Six Hundred Dollars and No Cents per Each.	EA	10	\$ 600.00	\$ 6,000.00

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST
063	Tree replacement, 3-in diameter (min.) (65 gallon container, Complete in the place the sum of, One Thousand Two Hundred Dollars and No Cents per Each.	EA	5	\$ <u>1,200.00</u>	\$ <u>6,000.00</u>
064	Tree Protection Fence, Complete in the place the sum of, Five Dollars and Fifty Cents per Linear feet.	LF	500	\$ <u>5.50</u>	\$ <u>2,750.00</u>
065	Tree Trimming, all sizes, Complete in the place the sum of, Five Hundred Dollars and No Cents per Each.	EA	20	\$ <u>500.00</u>	\$ <u>10,000.00</u>
066	Temporary 6-ft Chain Link Fence, including installation, maintenance and removal after construction as per plans Complete in the place the sum of, (DELETED) _____ Dollars and _____ Cent per Linear feet.	LF	210	\$0	\$0.00
067	Uniformed Police Officer for traffic control, when directed by Engineer, Complete in the place the sum of, Seventy Nine Dollars and Fifty Cents per Hour.	HR	320	\$ <u>79.50</u>	\$ <u>25,440.00</u>
SUPPLEMENTAL ITEMS SUBTOTAL					\$ <u>67,915.00</u>

ALTERNATIVE ITEMS

068	Add a custom City of Bastrop Logo to the proposed Neri light fixture as approved by owner, Complete in the place the sum of, Two Thousand Dollars and No Cents per each.	EA	11	\$ <u>2,000.00</u>	\$ <u>22,000.00</u>
ALTERNATIVE ITEMS SUBTOTAL					\$ <u>22,000.00</u>

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST
BASE BID SUMMARY					
GENERAL ITEMS SUBTOTAL					\$ 827,000.00
CONCRETE REPAIRS ITEMS SUBTOTAL					\$ 1,147,565.00
STEEL REPAIRS ITEMS SUBTOTAL					\$ 4,291,435.00
JOINT REPAIRS ITEMS SUBTOTAL					\$ 67,100.00
MISCELLANEOUS REPAIRS ITEMS SUBTOTAL					\$ 584,373.00
CONSTRUCTION PHASING AND TRAFFIC CONTROL ITEMS SUBTOTAL					\$ 27,000.00
EROSION CONTROL ITEMS SUBTOTAL					\$ 40,400.00
ELECTRICAL & ILLUMINATION ITEMS SUBTOTAL					\$ 586,466.00
ARCHITECTURAL ITEMS SUBTOTAL					\$ 187,164.00
MISCELLANEOUS ITEMS SUBTOTAL					\$ 265,325.00
SUPPLEMENTAL ITEMS SUBTOTAL					\$ 67,915.00
BASE BID GRAND TOTAL					\$ 8,091,743.00

ALTERNATIVE ITEMS SUBTOTAL	\$ 22,000.00
BASE BID GRAND TOTAL PLUS ALTERNATIVE ITEM	\$ 8,113,743.00

It is understood and agreed that the work is to be completed in full 396 calendar days after the date on which written notice to commence work is received.

Contingency Allowance: DELETED

END OF SECTION

C- Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimate quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Total Bid Price (Lump Sum and Unit Prices)

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ 8,091,743.00
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Total Bid Price plus Alternative (Lump Sum and Unit Prices)

Total Bid Price Plus Alternative (Total of all Lump Sum and Unit Price Bids, including alternative)	\$ 8,113,743.00
---	-----------------

ARTICLE 4 – NOT USED

ARTICLE 5—NOT USED

ARTICLE 6—NOT USED

ARTICLE 7—TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder agrees that the Work will be substantially complete on or before 366 calendar days (Bidder insert date) and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 396 calendar days (Bidder insert date).
- 7.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

8.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

8.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

8.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: (Bidder to complete the table below when applicable).

Addendum Number	Addendum Date
#1	3/25/25
#2	3/27/25
#3	4/03/25
#4	4/07/25

ARTICLE 9—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

9.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

9.02 Bidder's Certifications

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Jay-Reese Contractors, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Ron Albee

(typed or printed)

Title:

President

(typed or printed)

Date:

April 10, 2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Chandra Aouelle

(typed or printed)

Title:

Secretary

(typed or printed)

Date:

April 10, 2025

(typed or printed)

Address for giving notices:

32780 Ranch Road 12 Dripping Springs, TX 78620

Bidder's Contact:

Name:

Jake Woehr

(typed or printed)

Title:

Chief Estimator

(typed or printed)

Phone:

512-829-5360

Email:

jwoehr@jayreese.net

Address:

32780 Ranch Road 12

Dripping Springs, TX 78620

Bidder's Contractor License No.: (if applicable) N/A

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Jay-Reese Contractors, Inc.	
Corporate Office 32780 Ranch Road 12 Dripping Springs, TX 78620			
Name:	Chandra Aouelle	Phone number:	512-829-5360
Title:	Vice-President/Secretary	Email address:	caouelle@jayreese.net
Business address of corporate office:		32780 Ranch Road 12	
		Dripping Springs, TX 78620	
Local Office Same as above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	May 1, 1990	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Ron Albee	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ 125,000,000
Name:	Chandra Aouelle	Title:	Vice-President/Secretary
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ 125,000,000
Name:	Darcy Albee	Title:	Operations Manager
Authorized to sign contracts:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Limit of Authority:	\$
Name:	Derek Eckhoff	Title:	Field Operations Manager

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input type="checkbox"/> None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Jim Mercer	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
See Attached OSHA Logs and EMR reports		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Jay-Reese Contractors, Inc.	.62	0	243,222	.63	4.72	211,988	.63	0	158,245

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

*Will provide audited financial statement if certified as low bidder

Financial Institution:	PNC Bank		
Business address:	32780 Ranch Road 12 Dripping Springs, TX 78620		
Date of Business's most recent financial statement:	01-31-25	<input checked="" type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:	12-31-24 *	<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			1.389
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			1.315

Jay-Reese Contractors Inc
Income Statement
For the Period Ended January 31, 2025

Title	Current Period Activity	Current Percent	Current Balance	YTD Percent
<u>Income</u>				
Income	\$ 4,020,593.25	100.00	\$ 4,020,593.25	100.00
Excess Billings-Current Yea	564,515.84	14.04	564,515.84	14.04
Total Income	\$ 4,585,109.09	114.04	\$ 4,585,109.09	114.04
<u>Cost of Jobs</u>				
Cost of Jobs	\$ 3,258,412.53	81.04	\$ 3,258,412.53	81.04
Total Cost of Jobs	<u>\$ 3,258,412.53</u>	<u>81.04</u>	<u>\$ 3,258,412.53</u>	<u>81.04</u>
Gross Margin	\$ 1,326,696.56	33.00	\$ 1,326,696.56	33.00
<u>Expenses</u>				
Depreciation	\$ 151,349.00	3.76	\$ 151,349.00	3.76
Salaries (Administrative)	210,413.53	5.23	210,413.53	5.23
401K - Employer Expense	8,302.03	.21	8,302.03	.21
Payroll Tax Expense	16,889.51	.42	16,889.51	.42
Postage	487.80	.01	487.80	.01
Rent	16,900.00	.42	16,900.00	.42
Misc. Office Expense	1,155.61	.03	1,155.61	.03
Office Equipment Rental	2,945.51	.07	2,945.51	.07
Office Supplies	3,193.96	.08	3,193.96	.08
Telephone/Internet	6,920.97	.17	6,920.97	.17
Utilities	703.07	.02	703.07	.02
Auto Expense	14,575.03	.36	14,575.03	.36
Travel	229.22	.01	229.22	.01
Meals & Entertainment	1,471.73	.04	1,471.73	.04
Estimating Expense	18.35		18.35	
Trade Association	19,660.50	.49	19,660.50	.49
Bank Fees	731.40	.02	731.40	.02
Repairs	3,409.87	.08	3,409.87	.08
Advertising Expense	2,748.34	.07	2,748.34	.07
Insurance Expense	59,426.91	1.48	59,426.91	1.48
Health Insurance Expense	14,394.58	.36	14,394.58	.36
Professional Fees	542.50	.01	542.50	.01
Licenses & Fees	1,920.00	.05	1,920.00	.05
Training & Development	137.48		137.48	
Contributions	5,525.00	.14	5,525.00	.14
Supt. Bonus Expense	1,500.00	.04	1,500.00	.04
Taxes - Other	1,052.46	.03	1,052.46	.03
Charges & Credits to Closed	1,588.10	.04	1,588.10	.04
Overhead Allocation	(418,584.25)	(10.41)	(418,584.25)	(10.41)
Total Expenses	\$ 129,608.21	3.22	\$ 129,608.21	3.23

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Jay-Reese Contractors Inc
Income Statement
For the Period Ended January 31, 2025

Title	Current Period Activity	Current Percent		Current Balance	YTD Percent	
Net Income Before Other Income	\$ 1,197,088.35	29.77	%	\$ 1,197,088.35	29.77	%
<u>Other Income and Expenses</u>						
Interest Income	\$ 27,020.15	.67	%	\$ 27,020.15	.67	%
Miscellaneous Income	25,972.24	.65		25,972.24	.65	
Discount Income	74.13			74.13		
Total Other Income and Expenses	\$ 53,066.52	1.32	%	\$ 53,066.52	1.32	%
Net Income (Loss)	<u>\$ 1,250,154.87</u>	<u>31.09</u>	%	<u>\$ 1,250,154.87</u>	<u>31.09</u>	%

Confidential: For Internal Use Only

Jay-Reese Contractors Inc
Balance Sheet
January 31, 2025

Assets

Current Assets

Cash	\$ 15,327,686.42	
Retainage Receivables	4,208,905.43	
Accounts Receivable	4,241,371.24	
Prepaid Insurance	1,140,553.91	
Advances to Employees	162,466.63	
Unbilled Cost	39,229.60	
 Total Current Assets		\$ 25,120,213.23

Long Term Assets

Right-of-Use Asset-Operating	\$ 1,652,894.60	
Right-of-Use Asset-Accumulated	(209,501.72)	
Equipment	22,577,683.26	
Office Equipment	33,331.21	
Vehicles	4,058,370.15	
Building Improvements	251,820.78	
RM 12 Improvements	731,649.10	
Less: Accumulated Depreciation	(20,008,352.54)	
Due from Stockholder	47,727.06	
Intangible Property	10,066.65	
Less: Accum. Amortization	(10,066.65)	
 Total Long Term Assets		<u>\$ 9,135,621.90</u>
 Total Assets		<u>\$ 34,255,835.13</u>

Jay-Reese Contractors IncBalance Sheet
January 31, 2025**Liabilities and Equity****Current Liabilities**

Accounts Payable	\$ 2,306,438.79	
Accounts Payable-Retainage	468,066.43	
Workers Comp Accts. Pay.	18,333.58	
Insurance Note Payable	1,246,380.00	
Taxes Payable	323,136.13	
Billings in Excess of Costs	13,598,926.89	
Current Maturities		
Employee Deductions	1,266.03	
Current Maturities of Operating L	114,023.96	
401K Deduction	12,292.17	
Total Current Liabilities		\$ 18,088,863.98

Long Term Liabilities

Operating Lease Liability	\$ 1,482,992.88	
Less: Current Mats of Op Lease	(114,023.96)	
Long Term Liabilities		<u>\$ 1,368,968.92</u>
Total Liabilities		\$ 19,457,832.90

Equity

Common Stock	\$ 150,410.47	
Treasury Stock	(278,124.27)	
Stockholder Distribution	(1,600,000.00)	
Retained Earnings	15,275,561.16	
Net Income	<u>1,250,154.87</u>	
Total Equity		<u>\$ 14,798,002.23</u>
Total Liabilities & Equity		<u>\$ 34,255,835.13</u>

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: JAY REESE CONTRACTORS INC

Risk ID: 420028113

Rating Effective Date: 01/17/2022

Production Date: 08/17/2021

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.16	113,416	174,495	61,079	0	39,200	0	0
(A) Wt	(B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.16		113,416	174,495	61,079	0	39,200	0	0

	Primary Losses		Stabilizing Value		Rateable Excess		Totals		
Actual	(I) 0		C * (1 - A) + G 134,469		(A) * (F) 0		(J) 134,469		
Expected	(E) 61,079		C * (1 - A) + G 134,469		(A) * (C) 18,147		(K) 213,695		
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod
Factors							(J) / (K) .63		

C:

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: JAY REESE CONTRACTORS INC

Risk ID: 420028113

Rating Effective Date: 01/17/2023

Production Date: 08/15/2022

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.16	123,127	189,419	66,292	0	44,325	0	0
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.16		123,127	189,419	66,292	0	44,325	0	0

	Primary Losses		Stabilizing Value		Ratable Excess	Totals
Actual	(I) 0		C * (1 - A) + G 147,752		(A) * (F) 0	(J) 147,752
Expected	(E) 66,292		C * (1 - A) + G 147,752		(A) * (C) 19,700	(K) 233,744
	ARAP		FLARAP	SARAP	MAARAP	Exp Mod
Factors						(J) / (K) .63

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: JAY REESE CONTRACTORS INC

Risk ID: 420028113

Rating Effective Date: 01/17/2024

Production Date: 10/24/2023

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.17	121,634	187,186	65,552	0	45,900	0	0
TX-A	.17	10,442	16,065	5,623	0	45,900	0	0
(A) (B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.17	132,076	203,251	71,175	0	45,900	0	0	

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 0	$C * (1 - A) + G$ 155,523	(A) * (F) 0	(J) 155,523
Expected	(E) 71,175	$C * (1 - A) + G$ 155,523	(A) * (C) 22,453	(K) 249,151
	ARAP	FLARAP	SARAP	MAARAP
Factors				(J) / (K) .62

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OSHA's Form 300 (Rev. 04/2004)
Log of Work-Related
Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 22
U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:

- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name Jay-Reese Contractors, Inc.

City Dripping Springs State Texas

Step 1. Identify the person

Step 2. Describe the case

Step 3. Classify the case

SELECT ONLY ONE circle based on the most serious outcome.

Step 4.

Step 5.

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)
<input type="button" value="Reset"/>			/ month / day		NONE
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		

Death (G)	Remained at Work		
	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Enter the number of days the injured or ill worker was:

Away from work (K)	On job transfer or restriction (L)
___ days	___ days
___ days	___ days
___ days	___ days
___ days	___ days
___ days	___ days
___ days	___ days
___ days	___ days
___ days	___ days
___ days	___ days
___ days	___ days
___ days	___ days

Select one column:

Illness					
(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Page totals

0 0 0 0 0 0
Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 22



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	<u>0</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Jay-Reese Contractors, Inc.
Street 32780 Ranch Road 12
City Dripping Springs State TX Zip 78620

Industry description (e.g., *Manufacture of motor truck trailers*)

Heavy Highway, Street and Bridge Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

237310

Employment Information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 65

Total hours worked by all employees last year 158,245.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charles A. Moore Sec/Treas.
Company executive Title
Phone 512-829-5360 Date 1/31/23

Reset

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:

- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name Jay-Reese Contractors, Inc.

City Dripping Springs State TX

Step 1. Identify the person

Step 2. Describe the case

Step 3. Classify the case

SELECT ONLY ONE circle based on the most serious outcome:

Step 4.

Enter the number of days the injured or ill worker was:

Step 5.

Select one column:

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)
<input type="button" value="Reset"/> 1	Wilson Martinez	Welder	2 / 7 month / day	Bridge	Broken left arm
<input type="button" value="Reset"/>			/ / month / day		
<input type="button" value="Reset"/>			/ / month / day		
<input type="button" value="Reset"/>			/ / month / day		
<input type="button" value="Reset"/>			/ / month / day		
<input type="button" value="Reset"/>			/ / month / day		
<input type="button" value="Reset"/>			/ / month / day		
<input type="button" value="Reset"/>			/ / month / day		
<input type="button" value="Reset"/>			/ / month / day		
<input type="button" value="Reset"/>			/ / month / day		
<input type="button" value="Reset"/>			/ / month / day		
<input type="button" value="Reset"/>			/ / month / day		

Death (G)	Remained at Work			Away from work (K)	On job transfer or restriction (L)
	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)		
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	42 days	30 days
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days

Illness					
(M) Injury (1)	Skin disorder (2)	Respiratory conditions (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Page totals ▶ 0 1 0 0 42 30
Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

1 0 0 0 0 0
(1) (2) (3) (4) (5) (6)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>42</u>	<u>30</u>
(K)	(L)

Injury and Illness Types

Total number of ... (M)			
(1) Injuries	<u>1</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 54 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Jay-Reese Contractors, Inc.

Street 32780 Ranch Road 12

City Dripping Springs State TX Zip 78620

Industry description (e.g., Manufacture of motor truck trailers)

Heavy Highway Street & Bridge Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

237210

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 80

Total hours worked by all employees last year 211,988.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Anthony Stuenkel Sec/Treas.
Company executive Title
Phone 512-829-5360 Date 2/01/24

Reset

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 24

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:

- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name **Jay-Reese Contractors, Inc.**

City **Dripping Springs** State **Texas**

Step 1. Identify the person

Step 2. Describe the case

Step 3. Classify the case

SELECT ONLY ONE circle based on the most serious outcome:

Step 4

Enter the number of days the injured or ill worker was

Step 5

Select one column:

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Remained at Work				Away from work		Illness					
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M)					
												Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset			/ month day		NONE	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Page totals 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

(1) (2) (3) (4) (5) (6)

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 24



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Jay-Reese Contractors, Inc.
Street 32780 Ranch Road 12
City Dripping Springs State TX Zip 78620

Industry description (e.g., Manufacture of motor truck trailers)

Heavy Highway Street & Bridge Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

237210

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate)

Annual average number of employees _____
Total hours worked by all employees last year 243.222

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Hand in America Title Sec. Treas.
Company executive /
Phone 512-829-5360 Date 1/8/25

Reset

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Hartford Fire Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:		Connecticut	
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	The Hartford		
	BOND, T-4		
	One Hartford Plaza Hartford, CT 06155		
Physical Address (principal place of business):	One Hartford Plaza		
	Hartford, Connecticut 06155		
Phone (main):	888-266-3488	Phone (claims):	888-266-3488

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
See attached COI for bid purposes		
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):		
Physical Address (principal place of business):		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2025

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 have **ADDITIONAL INSURED** provisions or 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 Watkins Insurance Group - Marble Falls 2100-A Highway 281 North Marble Falls TX 78654	CONTACT NAME: Misty Hernandez	
	PHONE (A/C No. Ext): 830-693-4391	FAX (A/C No): 830-693-2521
	E-MAIL ADDRESS: mherandez@watkinsinsurancegroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire Lloyds	43559
	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C : Nautilus Insurance Company	17370
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1053738830 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60528096	1/17/2025	1/17/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60528096	1/17/2025	1/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			60528096	1/17/2025	1/17/2026	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0001126997	1/17/2025	1/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab & Pollution Liab			CPP2028134	1/17/2025	1/17/2026	\$1,000,000 \$1,000,000 Ded \$25K Prof Ea Claim Ea Occ \$10K Poll

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

CERTIFICATE HOLDER

CANCELLATION

For Reference Only

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

Patricia L. Watkins

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Phone (main):		Phone (claims):	
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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	110
Estimate of revenue for the current year:	\$70,000,000
Estimate of revenue for the previous year:	\$67,000,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:	X	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 For subcontractors performing scopes of work indicated in Article 11.02.A of the Instructions to Bidders, list a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Subcontractor's experience with projects similar in type and cost of construction.

8.06 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—SUBCONTRACTORS

9.01 List the names of all subcontractors Bidder will use for this project and provide subcontractors' percentage of total contract amount, rounded up to the nearest whole percentage point (1%).

Approval of subcontractor(s) and negotiations for substitutes, prior to award of the contract, will be in accordance with the Instructions to Bidders.

Name of Subcontractor	Percent of Total Proposal Amount (X%)
D&G energy Corp (Prequalified Txdot Contractor)	6.02%
Thomas Industrial Coatings (see attach for certs)	33.54%
Aggregate Technologies	1.09%
J Arbor	0.31%

ARTICLE 10—AVAILABLE EQUIPMENT

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

Equipment	Owned or Leased?	Committee to another Project? (Yes / No)	Available / Release Date
Crane	Owned	No	Available
Excavators	Owned	No	Available
Drill Rig	Owned	No	Available
Dozer	Owned	No	Available
Trackloaders	Owned	No	Available

ARTICLE 11—REQUIRED ATTACHMENTS

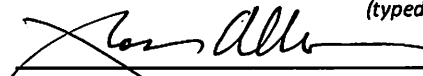
11.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.

- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04 and 8.05.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.06.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Jay-Reese Contractors, Inc.
(typed or printed name of organization)

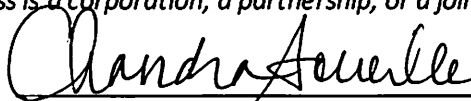
By: 
(individual's signature)

Name: Ron Albee
(typed or printed)

Title: President
(typed or printed)

Date: 4/10/25
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Chandra Aouelle
(typed or printed)

Title: Secretary
(typed or printed)

Address for giving notices:
32780 Ranch Road 12 Dripping Springs, TX 78620

Designated Representative:

Name: Jake Woehr
(typed or printed)

Title: Chief Estimator
(typed or printed)

Address: 32780 Ranch Road 12
Dripping Springs, TX 78620

Phone: 512-829-5360

Email: jwoehr@jayreese.net

**UNANIMOUS WRITTEN CONSENT
(IN LIEU OF ANNUAL MEETING)
OF THE BOARD OF DIRECTORS OF
JAY-REESE CONTRACTORS, INC.**

The undersigned, directors of JAY-REESE CONTRACTORS, INC., (the "Corporation"), in accordance with Sections 6.201 and 21.415 of the Texas Business Organizations Code, hereby adopt the following resolutions.

WHEREAS, the persons signing this consent are all the directors entitled to vote at the Corporation's 2017 annual Board of Directors' meeting and on the following resolutions;

WHEREAS, the undersigned desire to take advantage of the provisions of Section 6.201 of the Texas Business Organizations Code, and execute a unanimous written consent in lieu of formally holding the annual Board of Directors' meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal annual Board of Directors' meeting; therefore, be it:

ACTIONS

RESOLVED, that all actions taken by the officers of the Corporation reported to the undersigned, are approved and ratified as being actions taken by this Corporation, on behalf of this Corporation, and for the benefit of this Corporation.

FINANCES

RESOLVED, that the financial, operating and other reports concerning the Corporation presented to the undersigned are approved and ratified.

SALARIES, BONUSES AND OTHER COMPENSATION

RESOLVED, that the officer salaries, bonuses and other compensation paid by the Corporation as documented in the financial records of the Corporation are ratified and approved.

ELECTION OF OFFICERS

RESOLVED, that the following persons were nominated and elected to serve as Corporate officers for JAY-REESE CONTRACTORS, INC. and until their successors are elected or appointed and qualify, or until their death, resignation, or removal:

OFFICE

President
Vice-President
Secretary
Treasurer

OFFICEHOLDER

RONALD J. ALBEE
CHANDRA L. AOUEILLE
CHANDRA L. AOUEILLE
CHANDRA L. AOUEILLE

Each Officer shall have the general powers and duties usually vested in such office of a corporation, specifically including but not limited to the authority to open and close accounts and sign contract on behalf of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.


CONSENT AND CONFIRMATION

RESOLVED, that this unanimous written consent shall have the same force and effect as a formal annual Board of Directors' meeting for all purposes.

The undersigned direct that this unanimous written consent may be executed in multiple counterparts, all of which shall be considered originals and that this unanimous written consent, including multiple counterparts, be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

DATED to be effective on December 5, 2017.

BOARD OF DIRECTORS:



RONALD J. ALBEZ

BEING THE SOLE DIRECTOR

Schedule A—Current Projects

Name of Organization	See Attached Sheets				
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Jay-Reese Contractors, Inc.
32780 Ranch Road 12
Dripping Springs, Texas 78620
(512) 829-5360

CURRENT PROJECTS

Project:	Waller Creek Confluence
Work Description:	Construction of creek stabilization and restoration including dewatering and diversion of creek flow to complete channel reconstruction, retaining walls, slope reinforcement, and ecological creek features; installation of urban trails, elevated walkways and pedestrian bridges; a biofiltration pond; demolition, removal, retrofit, and installation of water, wastewater, storm water, and electric utilities
Owner:	City of Austin
Contact:	Joel Lewis joel.lewis@austintexas.gov
Address:	505 Barton Springs Road Austin, TX 78704
Contract Amount:	\$64,423,484
Project Start Date:	May 2023
Estimated Completion:	October 2026
Project:	UP Livonia BR 95.02
Work Description:	Repairs to UP Bridge
Owner:	Union Pacific Railroad
Contact:	402-544-3614
Address:	1400 Douglas Street, Stop 0750 Omaha, NE 68179
Contract Amount:	\$6,411,000
Project Start Date:	September 2024
Completion:	February 2025
Project:	COA Longhorn Dam
Work Description:	Construction of "wishbone" bridge over Town Lake
Owner:	City of Austin
Contact:	Laurie.Thering@austintexas.gov
Address:	505 Barton Springs Road Austin, TX 78704
Contract Amount:	\$20,746,578
Project Start Date:	July 2024
Completion:	January 2026

Project: COA Longhorn Dam Safety Improvements
Work Description: Repairs to Longhorn Dam Safety Equipment
Owner: City of Austin
Contact: Laurie.Thering@austintexas.gov
Address: 505 Barton Springs Road, Austin, TX 78704
Contract Amount: \$3,531,000
Project Start Date: January 2025
Completion: July 2025

Project: CMT-Bridge Span Replacements
Work Description: Installation of 961 feet of precast concrete culverts including junction boxes and storm manholes
Owner: Capital Metropolitan Transportation Authority
Contact: Tracee Metterle 512-369-6525 tracee.metterle@capmetro.org
Address: 2910 East Fifth Street Austin, TX 78702
Contract Amount: \$3,981,000
Project Start Date: April 2024
Completion: February 2025

Schedule B—Previous Experience with Similar Projects

Name of Organization	See Attached Sheets				
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	See Attached Sheets				
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Jay-Reese Contractors, Inc.
32780 Ranch Road 12
Dripping Springs, Texas 78620
(512) 829-5360

COMPLETED PROJECTS

Project:	McKalla Station Track and Drainage
Work Description:	Construct Mainline Track, #20 turnouts, #15 crossovers, associated Culverts, inlets, junction boxes, and storm manholes, remove and replace exist track, and installs signals. These enhancements will improve rail infrastructure and provide drainage capacity
Owner:	Capital Metropolitan Transportation Authority
Contact:	Brian Roybal 832-45-1778 brian.roybal@capmetro.org
Address:	2910 East Fifth Street Austin, TX 78702
Contract Amount:	\$24,490,311
Project Start Date:	October 2022
Estimated Completion:	January 2024
Project:	McKalla Station Advance Culvert Construction
Work Description:	Installation of 961 feet of precast concrete culverts including junction boxes and storm manholes
Owner:	Capital Metropolitan Transportation Authority
Contact:	Brian Roybal 832-45-1778 brian.roybal@capmetro.org
Address:	2910 East Fifth Street Austin, TX 78702
Contract Amount:	\$3,219,415
Project Start Date:	May 2022
Completion:	November 2022
Project:	Rainey Street Substation
Work Description:	Construction of new substation in downtown Austin, TX
Owner:	City of Austin/Austin Energy
Contact:	Eduardo Acosta eduardo.acosta@austinenenergy.com
Address:	505 Barton Springs Road Austin, TX 78704
Contract Amount:	\$12,027,490
Project Start Date:	December 2021
Completion:	December 2022

Project: Capital Metro Downtown Station
Work Description: Construction of a new downtown station including bridge construction, AE ductbank construction, new platform work, numerous utility lines, drainage, roadway repairs, building construction and new track installation.
Owner: Capital Metro Transportation Authority
Contact: Marcus Guerrero (512)369-6281
Address: 2910 E. 5th Street Austin, TX 78702
Contract Amount: \$33,164,526
Project Start Date: April 2019
Estimated Completion: May 2021

Project: City of Austin-Hilton Void Repair
Work Description: Repair of large voids around Hilton Hotel. Includes drilled shafts and water/wastewater utility repairs
Owner: City of Austin
Contact: Lynn Rich (512)974-7009
Address: 505 Barton Springs Road Austin, TX 78704
Contract Amount: \$2,969,678
Project Start Date: August 2020
Completion: April 2021

Project: UP-Houston East Belt
Work Description: Construction of a railroad bridge
Owner: Union Pacific Railroad
Contact: (402)544-5312
Address: 1400 Douglas Street, Stop 0750 Omaha, NE 68179
Contract Amount: \$691,960
Project Start Date: October 2019
Estimated Completion: November 2019

Project: UP-Austin Sub 256.08
Work Description: Construction of a railroad bridge
Owner: Union Pacific Railroad
Contact: (402)544-5312
Address: 1400 Douglas Street, Stop 0750 Omaha, NE 68179
Contract Amount: \$946,700
Project Start Date: January 2020
Estimated Completion: March 2020

Project: UP-Baird Sub 383.94
Work Description: Construction of a railroad bridge
Owner: Union Pacific Railroad
Contact: (402)544-5312
Address: 1400 Douglas Street, Stop 0750 Omaha, NE 68179
Contract Amount: \$1,376,145
Project Start Date: February 2020
Estimated Completion: May 2020

Project: North Congress Avenue Bridge
Work Description: Construction of a pedestrian bridge over water
Owner: The Trail Foundation
Contact: Ross Anders (512)743-0868
Address: 712 Congress Avenue, Suite 200 Austin, TX 78701
Contract Amount: \$1,750,000.00
Project Start Date: January 2018
Completion: May 2018

Project: TXDOT-Taylor Co. IH-20
Work Description: Construction of a bridge rehab over IH-20
Owner: Texas Dept. of Transportation
Contact: Paul Norman (325)690-9821
Address: 1350 N. Arnold Blvd. Abilene, TX 79603
Contract Amount: \$3,064,630.30
Project Start Date: September 2017
Estimated Completion: May 2018

Project: UP-Iowa Falls
Work Description: Construction of a railroad bridge
Owner: Union Pacific Railroad
Contact: (402)544-5312
Address: 1400 Douglas Street, Stop 0750 Omaha, NE 68179
Contract Amount: \$1,341,665.00
Project Start Date: April 2018
Estimated Completion: June 2018

Project: UP-Checotah
Work Description: Construction of a railroad bridge
Owner: Union Pacific Railroad
Contact: (402)544-5312
Address: 1400 Douglas Street, Stop 0750 Omaha, NE 68179
Contract Amount: \$1,777,343.00
Project Start Date: February 2018
Estimated Completion: June 2018

Project:	Waco Riverwalk
Work Description:	Construction of a pedestrian bridge over water
Owner:	City of Waco
Contact:	Tom Balk (254)750-8471
Address:	201 W. Waco Drive Waco, TX 76708
Contract Amount:	\$4,618,129.80
Project Start Date:	February 2017
Completion:	October 2017
Project:	BR1602(276) Wharton County
Work Description:	Bridge Repair
Owner:	Texas Dept. of Transportation
Contact:	Kimberly Macek
Address:	1512 FM 102 Wharton, TX 77488
Contract Amount:	\$1,919,068.37
Project Start Date:	November 2016
Completion:	April 2017
Project:	UP-Cline
Work Description:	Bridge Construction
Owner:	Union Pacific Railroad Company
Contact:	Lou Harrison
Address:	1400 Douglas Street, Stop 0750 Omaha, NE 68179
Contract Amount:	\$2,874,248.00
Project Start Date:	February 2017
Completion:	July 2017
Project:	LCRA Retaining Wall
Work Description:	Gate Access Road Repair & Align
Owner:	LCRA
Contact:	Michelle Hawrysz
Address:	P.O. Box 67900 Austin, TX 78767
Contract Amount:	\$376,565.00
Project Start Date:	April 2017
Completion:	July 2017
Project:	Seaholm Street Improvements
Work Description:	Construction of a retaining wall, water/wastewater utilities
Owner:	Seaholm, LLC
Contact:	Bill McCann (512)328-0011
Address:	800 Cesar Chavez Austin, TX 78701
Contract Amount:	\$7,147,683
Project Start Date:	May 2014
Completion:	March 2016

Project: Capital Metro-Plaza Saltillo
Work Description: Remove & Relocate numerous utility lines
Owner: Capital Metropolitan Transportation Authority
Contact: Muhammad Abdullah 512-389-7400
Address: 2901 E. 5th Street Austin, Texas
Contract Amount: \$6,706,396
Project Start Date: September 2015
Completion: May 2016

Project: Austin Central Library-Cabled Bridge
Work Description: New construction of a cable suspension bridge over Shoal Creek
Owner: City of Austin/Hensel Phelps
Contact: Ash Bajaj 512-834-9848
Address: 505 Barton Springs Road Austin, Texas 78704
Contract Amount: \$7,862,176
Project Start Date: October 2014
Completion: March 2016

Project: UP-Eagle Lake & Flatonia
Work Description: Bridge Replacement
Owner: Union Pacific
Contact: Brett Meaux
Address: 1400 Douglas Street, Stop 0750 Omaha, NE
Contract Amount: \$1,583,034
Project Start Date: March 2015
Completion: August 2015

Project: UP-Buda, Schertz, Round Rock and San Antonio
Work Description: Bridge Replacement
Owner: Union Pacific
Contact: Brett Meaux
Address: 1400 Douglas Street, Stop 0750 Omaha, NE
Contract Amount: \$1,531,007
Project Start Date: June 2015
Completion: November 2015

Project: UP-Tower 86
Work Description: Relocation of 36" force main with shoring and Utility work,
Concrete paving of City of Houston roadway
Owner: Union Pacific Railroad
Contact: Butch Ekis (281)638-6110
Address: 1400 Douglas Street Omaha, NE 68179
Contract Amount: \$2,771,325
Project Start Date: February 2014
Completion: July 2014

Project: City of Austin-Boardwalk Trail at Lady Bird Lake
Work Description: Elevated Pedestrian Trail over Lady Bird Lake
Owner: City of Austin
Contact: David Taylor (512)974-7132
Address: 505 Barton Springs Road
Austin, Texas 78704
Contract Amount: \$20,682,324
Project Start Date: October 2012
Completion: May 2014

Project: UP-Tower 55
Work Description: New track and bridge alignments for multiple railroad interchange
Owner: Union Pacific Railroad
Contact: Jeff Quinn (303)968-0315
Address: 1400 Douglas Street Omaha, NE 68179
Contract Amount: \$21,019,797
Project Start Date: June 2013
Completion: October 2014

Project: Washington/McLennan Bridge
Work Description: Historic bridge rehabilitation – 450' clear span over Brazos River
Owner: Texas Department of Transportation
Contact: Kirk Krause
Address: 7108 Woodway Drive, Waco, TX 76712
Contract Amount: \$4,791,713
Project Start: January 2010
Completion: October 2010

Project: Hays Street Bridge
Work Description: Historic bridge restoration, new elevated concrete approaches, major utilities
Owner: City of San Antonio, TX
Contact: Anibal Gutierrez, Jr., P.E.
Address: Municipal Plaza Bldg, 114 W. Commerce, 5th Floor, San Antonio, TX 78205
Contract Amount: \$3,715,900
Project Start: May 2009
Completion: May 2010

Schedule C—Key Individuals

Project Manager				See Attached Sheets			
Name of individual				Scott Ashford			
Years of experience as project manager				*See Resume*			
Years of experience with this organization							
Number of similar projects as project manager							
Number of similar projects in other positions							
Current Project Assignments							
Name of assignment				Percent of time used for this project		Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)							
Name				Name			
Title/Position				Title/Position			
Organization				Organization			
Telephone				Telephone			
Email				Email			
Project				Project			
Candidate's role on project				Candidate's role on project			
Project Superintendent							
Name of individual				Rodrigo Lamas			
Years of experience as project superintendent				*See Resume*			
Years of experience with this organization							
Number of similar projects as project superintendent							
Number of similar projects in other positions							
Current Project Assignments							
Name of assignment				Percent of time used for this project		Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)							
Name				Name			
Title/Position				Title/Position			
Organization				Organization			
Telephone				Telephone			
Email				Email			
Project				Project			
Candidate's role on project				Candidate's role on project			

Safety Manager See Attached Sheets			
Name of individual		Jim Mercer	
Years of experience as project manager		*See Resume*	
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Rodrigo Lamas	
Years of experience as project superintendent		*See Resume*	
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

DEREK ECKHOFF

Field Operations Manager

CERTIFICATIONS

Safety Classes- Trained and Certified
Excavation and Fall Protection
First Aid / CPR
OSHA 30-Hour
Train-the-Trainer Flaggers
Work Zone Traffic Control

EDUCATION

University of Nebraska at KearneyNE
• BS Construction Management
• Dean's List 4 years
• Phi Eta Sigma National Honor Society
• Epsilon Pi Tau-International Honor Society
for Professions in Technology

EXPERIENCE

Jay-Reese Contractors, Inc., Austin, Texas

2016 - Present: Field Operations Manager/Lead Project Manager

2010 - 2016: Project Superintendent/Project Manager/Quality Control

- **COA Waller Creek District The Confluence** **Contract Amount: \$66,547,652**
Pedestrian River Walk in a downtown setting including bridges, associated drainage structures, walkways and extensive sustainable landscaping.
- **Capital Metro-Downtown Station** **Contract Amount: \$32,567,849**
Consolidated site plan for CMTA commuter rail downtown station
- **Union Pacific-Tower 55** **Contract Amount: \$21,019,797**
New Track and Bridge alignments for multiple railroad interchange
- **Capital Metro-Plaza Saltillo** **Contract Amount: \$6,706,396**
Remove and Relocate numerous utility lines
- **Austin Central Library-Cabled Bridge** **Contract Amount: \$7,862,176**
New construction of a cable suspension bridge over Shoal Creek
- **Union Pacific Railroad- Westlake, LA** **Contract Amount: \$6,478,920**
Rehabilitation of swing span bridge equipment; structural modifications and support enhancements.

SCOTT ASHFORD

Project Manager

TRAINING AND CERTIFICATIONS

Level 6 NVQ - Construction Site Management
Site Safety Management Training
Temporary Works Supervisor
MEWPS for Managers (IPAF)

OSHA 30-Hour
E-rail Safe
Crane Supervisor NVQ
Environmental Awareness

EXPERIENCE

Jay-Reese Contractors, Inc. Project Manager (2020 - Present)

- Manage construction projects to ensure timely completion.
 - Coordinate and supervise work with job crews, sub-contractors and owners.
 - Verify construction meets contractual obligations & drawing specifications.
 - Enforce OSHA regulations and requirements
-
- COA Waller Creek District - The Confluence Contract Amount: \$66,547,652
Construction of Pedestrian River Walk in a downtown setting including bridges, associated drainage structures, walkways and extensive sustainable landscaping.
 - CMTA McKalla Station Track & Drainage Contract Amount: \$24,884,939
Construction of a second Mainline Track with associated drainage structures, road improvements and signal improvements.
 - COA Rainey Street GIS Substation Contract Amount: \$11,849,848
Construction of a Gas Insulated Switchgear electrical substation. Work includes construction of 12' architectural solid fence, Installation of various duct banks, grounding grid, equipment foundations, 2 - rain gardens, and a 40'x60' building.
 - COA Canterbury at Mildred Street Contract Amount: \$7,237,000
Utility Improvements and Pavement Subgrade Remediation repairs.
 - UPRR - Bridge 220.53 LaFayette Sub Contract Amount: \$6,220,424
Install and complete the hydraulic conversion of wedge drives and centering device, and install replacement span drive machinery.

Prince Contracting Bridge Superintendent (2019 - 2020)

- Islands Expressway Project Contract Amount: \$67,000,000

Constain / Balfour Beatty Project Foreman (2009 - 2019)

- Various Bridge Projects in the UK Contract Amounts: \$50,000,000 - \$1.8 Billion

RODRIGO LAMAS-MARQUEZ

Project Superintendent

TRAINING AND CERTIFICATIONS

Crane Safety
E-Railsafe
Trench Safety

Driver Safety
OSHA 10-Hour
Fall Protection

Rigging & Flagger Training
Hazard Communication
UPRR Training & Safety

EXPERIENCE

Jay-Reese Contractors, Inc. Superintendent (2005 - Present)

- Plan and schedule work activities for field operations
- Coordinate and supervise work efforts of job crews and sub-contractors
- Verify construction meets contractual obligations & drawing specifications
- Enforce OSHA regulations and requirements
- Track project schedule and budget
- Experience working with corporate clients
- Led 8-12 hour "change out" operations on numerous railroad main lines
- **COA Longhorn Dam Multimodal Improvements Contract Amount: \$20,746.578**
Construction of the "Wishbone" shaped bridge to connect existing hike and bike trails over Lady Bird Lake.
- **COA Waller Creek District - The Confluence Contract Amount: \$66,547.652**
Construction of Pedestrian River Walk in a downtown setting including bridges, associated drainage structures, walkways and extensive sustainable landscaping.
- **Capital Metro-Downtown Station Contract Amount: \$32,567.849**
Construction of a new metro rail station including new bridge construction, platform work, drainage, utility and new track installation
- **Port Terminal River Authority Contract Amount: \$10,739,146**
Track shift & additional construction of approx. 3500 feet of track to create a double track facility along with the replacement of a single track rail bridge with 2 new bridges.
- **Union Pacific Tower 55 Contract Amount: \$21,019,797**
New Track and Bridge alignments for multiple railroad interchange.
- **Union Pacific Trinity River Contract Amount: \$7,015,780**
Railroad Bridge - 611' over Trinity River, 8' and 4' diameter drill shafts, concrete and steel girders. Project built during rail traffic
- **Waco Riverwalk Contract Amount: \$4,576,347**
Construction of new pedestrian bridge over land and water

JIM MERCER

Safety Superintendent

EDUCATION:

OSHA 500 Outreach Trainer (UCSD/TEEX – OTI) from 2003 to current
OSHA 510 (TEEX – OTI) 2008 to current
OSHA ET&D 2019 to 2023
RailSafe Certified 2016 to Current
United Rentals/Trench Safety Trenching-Excavation/Confined Space Competent
Person Authorized Instructor 2019 to current.

SAFETY EXPERIENCE:

Jay-Reese Contractors, Inc., Austin, Texas

8 / 2021 - Present

Safety Superintendent: Assure compliance of all employees and subcontractors with the COA ROCIP Safety Program, Jay-Reese Safety Program and all Federal and OSHA guidelines. Daily monitoring of all workers and visitors on site. Conduct daily safety inspections for all project operations. Conduct project safety meetings for all personnel. Monitor and track all daily safety reports, accident investigations, and all safety equipment need for the completion of the project.

Previous Employment As Project Safety Manager and/or Coordinator

Mastec North America, Inc.	1/2018 - 7/2021
Jay-Reese Contractors, Inc.	10/2015 - 7/2017
Dynamic System, Inc.	2/2015 - 10/2015
Spaw Glass Contractors	5/2014 - 1/2015
Jay-Reese Contractors, Inc.	2/2013 - 5/2014
BCS Concrete Structures, LLC	2/2012 - 2/2013
Daifuku America Inc.	11/2011 - 2/2012

CERTIFICATIONS:

Safety Classes- Trained and Certified Excavation and Fall Protection	
First Aid / CPR	OSHA 30-Hour
Train-the-Trainer Flaggers	Work Zone Traffic Control

Jay-Reese Contractors Inc. qualifies the following Subcontractors for the work required for the City of Bastrop Old Iron Bridge Rehabilitation.

Thomas Industrial Coatings

- Field Applications of Coatings - Complex Structures, SSPC-QP1
- Industrial Hazardous Paint Removal, SSPC-QP2
- Advanced Quality Management System (QMS), SSPC-QS 1
- Lead Abatement Contractor License
- Lead-Safe Certified Firm, EPA (All EPA-Administered States, Tribes and Territories)
- <https://www.thomasindcoatings.com/about/certifications/>

Aggregate Technologies

- <https://aggregatetechnologies.com/projects/>

J Arbor Contracting LLC

- https://financeonline.austintexas.gov/afo/account_services/search/vendors/showcertvendcomm.cfm?vendor=V00000950026

D&G Energy Corporation

- Prequalified Txdot Contractor
- <https://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/pqlist/PqListD.Htm>

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Jay-Reese Contractors, Inc.
as PRINCIPAL, and Hartford Fire Insurance Company, as SURETY are held and firmly bound
unto (City) hereinafter called the "Local Public Agency", in the penal sum of Five Percent of The Total
Amount Bid Dollars, (\$ 5%), lawful money of the United States, 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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
Accompanying Bid, dated April 10, 2025, for Old Iron Bridge Rehabilitation

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after
the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and
shall within the period specified therefor, or if no period be specified, within ten (10) days after the
prescribed forms are presented to him for signature, enter into a written contract with the Local Public
Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties,
as may be required, for the faithful performance and proper fulfillment of such contract; or in the event
of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and
give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference
between the amount specified in said Bid and the amount for which the local Public Agency may procure
the required work or supplies or both, if the latter be in excess of the former, then the above obligation
shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this 10th day of April
2025, the name and corporate seal of each corporate party being hereto affixed and these present
signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Jay-Reese Contractors, Inc.

(SEAL)

Attest:

Chandra A. Senelec

By:

[Signature]

Affix Corporate
Seal

Attest:

By: _____

Affix Corporate
Seal

Attest:

By: _____

Hartford Fire Insurance Company
Countersigned

By: _____

April M Terbay

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Chandra Aouelle, certify that I am the Secretary of the Corporation named as Principal in the bid bond;
that Ron Albee, who signed the said bond on behalf of the Principal was then President of
said

corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond
was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing
body.

Corporate
Seal

Title: _____

Chandra Aouelle
Secretary

* Power-of-attorney for person signing for Surety Company must be attached to bond.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WATKINS INSURANCE GROUP

Agency Code: 46-510059

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Jeff Husk, Greg Meserole, Sheila Noxon, Chris Scott, James F. Siddons, April M. Terbay, Patrick L. Watkins of AUSTIN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 10th, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



Claims Inquiries Notice

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number: : 888-266-3488
Fax – Claims : 860-757-5835 or 860-221-3965
E-mail : bond.claims@thehartford.com

Mailing Address : The Hartford
BOND, T-4
One Hartford Plaza
Hartford, CT 06155

IMPORTANT NOTICE

To obtain information or make a complaint:
You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:
1-800-451-6944

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) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hays)

Ron Albee, being first duly sworn, deposes and says that:

(1) He/She is President of Jay-Reese Contractors, Inc., the Bidder that has submitted the attached Bid;


(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bastrop

(Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 

President

Title

Subscribed and sworn to me this 10th day of April 2025.



By: 

Notary Public

My commission expires _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Jay-Reese Contractors, Inc.
Dripping Springs, TX United States

Certificate Number:
2025-1293432

Date Filed:
04/09/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Bastrop, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Project #:CIP-FY24-TR-0001
Old Iron Bridge Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Albee, Ron	Dripping Springs, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Chandra Aouëille, and my date of birth is 9-20-71.

My address is 32780 Ranch Road 12 Dripping Springs, TX 78620 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Texas, on the 9th day of April, 2025.
(month) (year)

Chandra Aouëille

Signature of authorized agent of contracting business entity
(Declarant)

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Bastrop** ("Owner") and **Jay-Reese Contractors, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
associated appurtenances.

ARTICLE 2—THE PROJECT

- 2.01 The project, of which the Work under the Contract Documents is a part, is generally described as Follows: Old Iron Bridge Rehabilitation project is located adjacent and parallel to the SH 150 bridge over the Colorado River in Bastrop, Texas. The existing bridge is comprised of 18 concrete approach spans and 3 structurally independent truss main spans. The bridge will require a full rehabilitation, including concrete deck, steel truss components, installation of railing and decorative lights. The project will also include SWPPP.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Huitt-Zollars Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by "Engineer".

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. **Substantial Completion:** It is understood and agreed that the Contractor must achieve Substantial Completion within 366 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions. and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions
- B. **Final Completion:** It is understood and agreed that the Contractor must complete the Punch List within 30 days from Substantial Completion.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties 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 completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. **Substantial Completion:** Contractor shall pay Owner **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000** for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents based on the Unit Prices in Contractor's Bid, attached hereto as an exhibit, which provided for a Total Bid of **\$8,113,743.00** (including alternative item) ; provided that payment for completion of the Work under this Contract shall be subject to any final Unit Price adjustments, adjustments in the estimated quantities included in the Bid to reflect actual quantities determined by the Engineer, and any other adjustments under the Contract.

The City included a twenty-five percent contingency (25%) in this project. The Contractor agrees a contingency allowance is for the sole use of the Owner to cover unanticipated cost. The total cost of contingency is \$2,028,435.75.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment

on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95 percent of the value of the Work completed (with the balance being retainage).**

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings listed on the attached sheet index.
 7. Addenda (numbers 1 to 4 , inclusive).
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- d. Field Orders.
- e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that the various required state law procurement certifications, which can be done via attached exhibit.
- C. Prevailing Wage Rates: To the extent this Contract is a contract for the construction of a public work, consistent with Texas Government Code Chapter 2258, the Owner determines, and the Contractor acknowledges, that the prevailing wages rates for the work performed for each craft or type of worker needed to perform the Contractor shall be based on the current prevailing wage rate determinations for the Bastrop County, Texas, as determined by the United State Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are available from the United State Department of Labor website at <http://www.sam.gov>, and attached as part of the Contract Documents.

The Contractor shall comply with Chapter 2258 of the Texas Government Code and agrees to:

1. Pay the prevailing wage rate as determined by the Owner for the work performed for each craft or type of worker needed to perform the Contract:
2. Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the project and the actual per diem wages paid to each: and

3. Forfeit, as penalty, \$60 per day each laborer, worker, or mechanic who is not paid prevailing wage rate for the type of work performed. The Owner is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.
- D. Public Information Act: The Contractor acknowledges that the Project under this Contract will be publicly-owned and the Owner is subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code Chapter 552, "the Act"). As part of its obligations within the Contract Documents, Contractor agrees, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner's obligations under the Act. The Contractor shall specifically and conspicuously marked in red any trade secrets or confidential information provided to the Owner to identify the information as such. The Owner will follow all requirements and procedures in the Act when responding to requests for disclosure of documents.

The Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services in a fiscal year of the Owner, then the Contractor must: (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the Owner for the duration of the Contract; (2) promptly provide to the Owner any contracting information related to the Contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the Contract, either: (i) provide at no cost to the Owner all contracting information related to the Contract that is in the custody or possession of the entity; or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the Owner. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on May 12, 2025 (which is the Effective Date of the Contract).

Owner: City of Bastrop
(typed or printed name of organization)
By: Sylvia Carrillo Trevino
(individual's signature)
Date: 5/12/2025
(date signed)
Name: Sylvia Carrillo Trevino
(typed or printed)
Title: City Manager
(typed or printed)

Attest: Mari X Chavez
(individual's signature)
Title: Notary Public
(typed or printed)

Address for giving notices:
City of Bastrop
1311 Chestnut St.
Bastrop, TX 78602

Designated Representative:
Name: Elizabeth Wick
(typed or printed)
Title: Project Manager
(typed or printed)

Address:
City of Bastrop
1311 Chestnut St
Bastrop, TX 78602

Phone: 512-332-8932

Email: ewick@cityofbastrop.org

Contractor:
Jay-Reese Contractors, Inc.
(typed or printed name of organization)
By: [Signature]
(individual's signature)
Date: April 28, 2025
(date signed)
Name: Ron Albee
(typed or printed)
Title: President
(typed or printed)

(If Jay-Reese Contractors, Inc. [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: Chandra Amelle
(individual's signature)
Title: Secretary/Treasurer
(typed or printed)

Address for giving notices:
32780 Ranch Road 12
Dripping Springs, TX 78620

Designated Representative:
Name: Debbie Petrikat
(typed or printed)
Title: Project Administrator
(typed or printed)

Address:
32780 Ranch Road 12
Dripping Springs, TX 78620

Phone: 512-829-5360

Email: dpetrikat@jayreese.net

License No: N/A

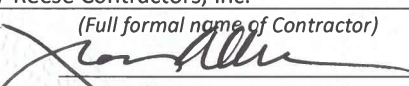
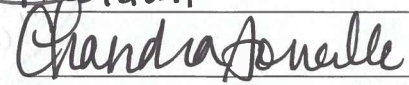
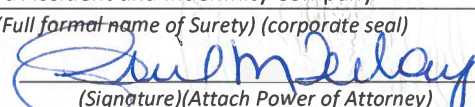
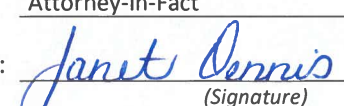
(where applicable)

State: _____

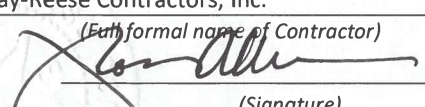
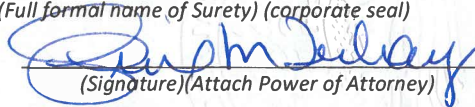
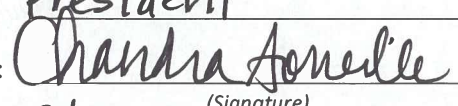
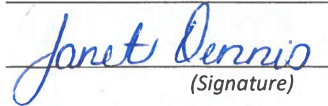
(If Jay-Reese Contractors, Inc. [Type of Entity] is a corporation, attach evidence of authority to sign. If _____

[Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

PERFORMANCE BOND

Contractor Name: Jay-Reese Contractors, Inc. Address <i>(principal place of business)</i> : 32780 Ranch Road 12 Dripping Springs Tx 78620	Surety Name: Hartford Accident and Indemnity Company Address <i>(principal place of business)</i> : One Hartford Plaza Hartford, Connecticut 06155
Owner Name: City of Bastrop Mailing address <i>(principal place of business)</i> : 1311 Chestnut Street Bastrop, Texas 78602	Contract Description <i>(name and location)</i> : Old Iron Bridge Rehabilitation Project City of Bastrop Project No. CI-FY24-TR-0001 Contract Price: \$10,142,178.75 Effective Date of Contract:
Bond Bond Amount: \$10,142,178.75 Date of Bond: May 2, 2025 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Jay-Reese Contractors, Inc. <i>(Full formal name of Contractor)</i> By:  <i>(Signature)</i> Name: <u>Ron Albee</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest:  <i>(Signature)</i> Name: <u>Chandra Aouelle</u> <i>(Printed or typed)</i> Title: <u>Witness</u>	Surety Hartford Accident and Indemnity Company <i>(Full formal name of Surety) (corporate seal)</i> By:  <i>(Signature)(Attach Power of Attorney)</i> Name: <u>April M Terbay</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u> Attest:  <i>(Signature)</i> Name: <u>Janet Dennis</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

PAYMENT BOND

Contractor Name: Jay-Reese Contractors, Inc. Address (principal place of business): 32780 Ranch Road 12 Dripping Springs, Texas 78620	Surety Name: Hartford Accident and Indemnity Company Address (principal place of business): One Hartford Plaza Hartford, Connecticut 06155
Owner Name: City of Bastrop Mailing address (principal place of business): 1311 Chestnut Street Bastrop, Texas 78602	Contract Description (name and location): Old Iron Bridge Rehabilitation Project City of Bastrop, Texas Project No. CIP-FY24-TR-001 Contract Price: \$10,142,178.75 Effective Date of Contract:
Bond Bond Amount: \$10,142,178.75 Date of Bond: May 2, 2025 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Jay-Reese Contractors, Inc. <i>(Full formal name of Contractor)</i>	Surety Hartford Accident and Indemnity Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i> Name: <u>Ron Albee</u> <i>(Printed or typed)</i> Title: <u>President</u>	By:  <i>(Signature) (Attach Power of Attorney)</i> Name: <u>April M Terbay</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u>
Attest:  <i>(Signature)</i> Name: <u>Chandra Aouelle</u> <i>(Printed or typed)</i> Title: <u>Witness</u>	Attest:  <i>(Signature)</i> Name: <u>Janet Dennis</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WATKINS INSURANCE GROUP

Agency Code: 46-510059

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Jeff Husk, Greg Meserole, Sheila Noxon, Chris Scott, James F. Siddons, April M. Terbay, Patrick L. Watkins of AUSTIN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 1, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



Claims Inquiries Notice

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number: : 888-266-3488
Fax – Claims : 860-757-5835 or 860-221-3965
E-mail : bond.claims@thehartford.com

Mailing Address : The Hartford
BOND, T-4
One Hartford Plaza
Hartford, CT 06155

IMPORTANT NOTICE

To obtain information or make a complaint:
You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

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) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

1. The Contractor and 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 when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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 does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. 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:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. 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 a contractor selected with the Owners 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 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Paragraph 5.4, and the Owner refuses the payment, 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.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. 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 5; and
 - 7.3. 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.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. 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 will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 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. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 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 will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *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 for the Contractor for 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.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

1. The Contractor and 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, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will 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 satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. 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.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. 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 will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the 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.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Insert address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Construction Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until [insert number of years, typically either two or three] years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> By: _____ <div style="text-align: right;"><i>(Signature)</i></div>	<i>(Full formal name of Surety) (corporate seal)</i> By: _____ <div style="text-align: right;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: right;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: right;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: right;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: right;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: right;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: right;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty 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 must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1.1.*Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.1.2.*Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.1.3.*Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.1.4.*Substantial Completion*—As defined in the Construction Contract.
 - 8.1.5.*Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

- 22. *Engineer*—The individual or entity named as such in the Agreement.
- 23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- 24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
- 25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
- 27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
- 28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
- 29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- 30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
- 31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
- 32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the 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 is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means 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.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, 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.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. 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 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times 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 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of 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 structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. 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;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. 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;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such 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 the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such

notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing

policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 - 4. not seek contribution from insurance maintained by the additional insured; and
 - 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
 - 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged

Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.01 Contractor’s Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor’s employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor’s own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide 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 performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by

an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:

- 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
- d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. 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 an 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 will be disclosed in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to 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.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or

extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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 Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when

Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample 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 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident

thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the

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Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will 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 individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting.

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excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that

- is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. 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 performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. 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 are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, 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 performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. 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 performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (1) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. 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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, Engineer will provide its recommendation to the City/Owner and the City/Owner will take action to either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to the Owner, Engineer and Contractor. If Engineer does not make its

recommendation on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 - 1. Appeals by Owner or Contractor of Engineer's regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to 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, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of 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, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. Construction Equipment Rental

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - 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) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than 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. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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 Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 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. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. 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 performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash 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, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that:
1. Contractor agrees a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
 2. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.
 3. Include in Contract a stipulated sum/price of \$250,000 for use upon Owner's instructions as a contingency allowance.
 4. Contractor's cost for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in the Change Orders authorizing expenditure of funds from contingency allowance.
 5. Funds will be drawn from contingency allowance only by Change Order.
 6. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

13.03 Unit Price Work

- A. 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 Agreement.

- B. 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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. 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.
- D. 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Adjustments in Unit Price

- 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
- 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
- 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Contractor shall retain and pay for the services of an independent inspector, testing

laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action

that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable

to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then 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 will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

- B. *Applications for Payments*

- 1. At least 20 days before the date established in the Agreement for each progress payment

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(but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or 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.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been

- performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
- b. 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.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
- a. Claims have been made against Owner based on Contractor's conduct in the

- performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 - 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and

usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly 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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* 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 as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment 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 for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure 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);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. 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. 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; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 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 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will 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 will be omitted from the computation.

18.03 Cumulative Remedies

- A. 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 are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

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

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

EXHIBIT A

Compliance with Texas Governmental Procurement Requirements

A. HB 1295 Compliance.

The Contractor will comply with Section 2252.908 of the Texas Government Code, which requires the Contractor to fill out a conflict of interest form (“Disclosure of Interested Parties”) and file it with the City at the time the signed contract is submitted to the City. The City then files it with the Texas Ethics Commission. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

B. No Boycott of Israel.

Pursuant to Section 2271.0002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel (“Israel”) and, will not boycott Israel during the term of this Agreement. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “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.

The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the and exists to make a profit.

C. The Contractor is not a Terrorist Organization.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common

EJCDC® C-700, Standard General Conditions of the Construction Contract.

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and American Society of Civil Engineers. All rights reserved.

control with the Contractor and exists to make a profit.

D. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2276.002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001(1), Texas Government Code. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

E. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, the Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, is made solely to comply with Section 2274.002, Texas Government Code to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by Senate Bill 19). The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

VERIFICATION


State of Texas

§

County of Hays

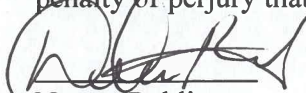
§

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of Jay-Reese Contractors, Inc. (the "Contractor") for the purpose of making this verification, and that all representations in the foregoing Exhibit A, incorporated herein by this reference, are true.

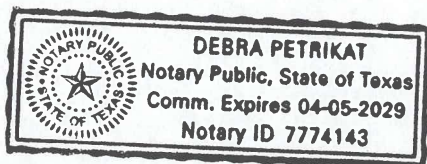

Agent's Signature

Printed Name: Ron Albee Title: President

On this date personally appeared before me the above-named representative and agent of Jay-Reese Contractors, Inc., who was known to or satisfactorily identified me, and affirmed under penalty of perjury that that all representations in the foregoing Exhibit A are true.


Notary Public

4.28.25
Date



SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall NOT furnish to Contractor printed copies of the Contract Documents. The contract documents will be issued in electronic portable document format (PDF).

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall NOT furnish to Contractor printed copies of conformed Contract Documents. One copy will be provided in electronic portable document format (PDF) of the conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract.

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 1) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

- 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **35 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$TBD

per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No Supplementary Conditions in this Article.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
TCLP sampling for the Bastrop Bridge	May 30, 2024	Paint Sample analyses
Lead-Based Paint Abatement Protocol	3/11/25	Specs/protocol

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be 2 years after Substantial Completion.
2. Warranty of Workmanship and Materials: Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 24 months from the date of final acceptance of the work.

6.03 *Contractor's Insurance*

Contractor's insurance shall comply with the included document "**Insurance requirements-Project Specific**"

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be M-F 07:00AM – 06:00PM. Saturday work may be allowed with written request submitted 3 days prior to the requested day.
2. No work that requires inspection shall exceed more than 40 hours per week.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Friday.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9— OWNER'S RESPONSABILITY

No Supplementary Conditions in this Article

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

13.03 Unit Price Work

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. The extended price of a particular item of Unit Price Work amounts to **25** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **25** percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be **two** years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

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EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader, Latest Version			
DWG	Autodesk® AutoCAD .dwg format in latest version			
DOC	Microsoft® Word .docx format latest version			
EXC	Microsoft® Excel .xls or .xml format latest version			
DB	Microsoft® Access .mdb format latest version			

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

- 1.01 All claims for extension on time shall be made in writing to the Owner no more than ten (10) days after the occurrence of the delay or after the cause of the delay has become apparent; otherwise they shall be considered waived. In the case of the continuing cause of the delay, only one claim is necessary. Any request for an extension of time shall be accompanied by a revised construction schedule which, if approved by the Owner, shall become the Contractor's construction schedule.

When the Contractor is on the calendar day basis, no extension of time shall be allowed for the adverse weather conditions reasonably anticipated from historical weather data, and such weather conditions shall not be deemed a casualty beyond the Contractor's control. The Contractor may be granted an extension of time because of unusual inclement weather which is beyond the normal weather recorded. Listed as follows are the mean number of days in which there occurred 0.10 inch or more of precipitation for Bastrop County Texas.

January	10	February	8	March	8	April	6
May	6	June	7	July	9	August	9
September	9	October	7	November	8	December	10

Rain days per month in amounts exceeding the number of days shown above may be credited as a "Rain Day" if a claim is made in accordance with the Contract Documents. A "Rain Day" in any day in which a rain event occurs at the site and is sufficient to prevent the Contractor from performing work critical to maintaining the project schedule.

LABOR CLASSIFICATION AND
MINIMUM WAGE RATES

Superseded General Decision Number: TX20230007

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, McClellon 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)(1).

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:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 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 2024.

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

<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

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 SIGNALIZATION:

Traffic Signal Installation

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.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.20) or 13658
(\$12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

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
<https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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.

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END OF GENERAL DECISION"

WORKERS' COMPENSATION INSURANCE COVERAGE ADDENDUM

(To be included in all Building and Civil Engineering Construction Projects)
(Rev. 11-2-09)

These reporting requirements for Workers' Compensation Coverage are mandated by Section 406.096, Texas Labor Code, and the Texas Workers' Compensation Commission Rule, 28 TAC Sec. 110.110, and apply to all building or construction projects for the City of Bastrop.

1. Definitions:

Certificate of coverage ("certificate") means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on the Project, for the duration of the Project.

Duration of the Project means the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the City.

Persons providing services on the Project ("subcontractor" in the Texas Labor Code §406.096) means all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, section 401.011(44), for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage to the City prior to being awarded the Contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on the Project, and provide to the City:

- (a) a certificate of coverage, prior to that person beginning work on the Project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the

Project and for one year thereafter.

7. The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

8. The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the Project, for the duration of the Project;
- (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (d) obtain from each other person with whom it contracts, and provide to the Contractor;
 - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (e) retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to

administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the City to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

City of Bastrop

**Engineering and Capital Project Management Department 1311 Chestnut Street
Bastrop, TX 78602**

Or emailed to: engineering@cityofbastrop.org Ph. (512) 332-8999

INSURANCE REQUIREMENTS-PROJECT SPECIFIC

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation: Statutory limits, State of TX.

X Employers' Liability: \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

X Commercial General Liability:

	<u>X</u> Very High/High Risk	Medium Risk	Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

X Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

X **Very High/ High Risk**

Medium Risk

Low Risk

Combined Single Limits

Combined Single Limits

Combined Single Limits

\$1,000,000 Bodily

\$500,000 Bodily

\$300,000 Bodily

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

X Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and

Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required** Contract value

between \$5,000,000 and \$10,000,000: **\$9,000,000 is required** Contract value between

\$10,000,000 and \$15,000,000: **\$15,000,000 is required** Contract value above \$15,000,000:

\$20,000,000 is required

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

X Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

X Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop)

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

BIDDER STATEMENT

I understand the Insurance Requirements of these specifications and will comply in full if awarded this contract. BIDDER

SIGNATURE

THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR BID.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2025

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 have **ADDITIONAL INSURED** provisions or 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 Watkins Insurance Group - Marble Falls 2100-A Highway 281 North Marble Falls TX 78654	CONTACT NAME: Misty Hernandez PHONE (A/C, No, Ext): 830-693-4391 E-MAIL ADDRESS: mhernandez@watkinsinsurancegroup.com FAX (A/C, No): 830-693-2521
INSURED Jay-Reese Contractors, Inc. 32780 Ranch Road 12 Dripping Springs TX 78620	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire Lloyds INSURER B: Texas Mutual Insurance Company INSURER C: Nautilus Insurance Company INSURER D: THE TRAVELERS INS CO INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1818975170**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60528096	1/17/2025	1/17/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60528096	1/17/2025	1/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			60528096	1/17/2025	1/17/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	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	0001126997	1/17/2025	1/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input 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
C D	Pollution Liab Builder's Risk			CPP2028134 BINDER	1/17/2025 7/1/2025	1/17/2026 7/1/2026	\$1,000,000 \$8,091,743 Deductible Ea Occ TIV limit \$50K BR

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

Project: Old Iron Bridge Rehabilitation Project, City of Bastrop Texas
Project No: CIP-FY24-TR-0001

CERTIFICATE HOLDER**CANCELLATION**

City of Bastrop
1311 Chestnut Street
Bastrop TX 78602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/17/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001126997 of Texas Mutual Insurance Company effective on 1/17/25

Issued to: JAY REESE CONTRACTORS INC

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

1/6/25

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/17/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001126997 of Texas Mutual Insurance Company effective on 1/17/25

Issued to: JAY REESE CONTRACTORS INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

1/6/25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE
AGREED TO NAME AS ADDITIONAL INSURED BY WRITTEN CONTRACT
OR AGREEMENT IF THE CONTRACT OR AGREEMENT IS EXECUTED
PRIOR TO LOSS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

PREMIUM 400

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED TO NAME AS ADDIT- IONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT IF THE CONTRACT OR AGREEMENT IS EXECUTED PRIOR TO LOSS	LOCATIONS DESIGNATED AND DESCRIBED IN THE ABOVE MENTIONED WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 1,000

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products -completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on be half of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES - AMENDMENT OF CANCELLATION PROVISIONS OR COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1.	Name: PER SCHEDULE ON FILE
2.	Address: CANCELLATION FOR NONPAYMENT OF PREMIUM 10 DAYS
3.	Number of days advance notice: 30 DAYS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CANCELLATION PROVISION OR COVERAGE CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 1-17-2021	Countersigned By: (Authorized Representative)
Named Insured: Jay- Reese Contractors Inc.	

SCHEDULE

Number of Days' Notice: 30
Name of Person or Organization: PER SCHEDULE ON FILE
Address: CANCELLATION FOR NONPAYMENT OF PREMIUM 10 DAYS

If this policy is canceled or materially changed to reduce or restrict coverage, we will mail notice of cancellation or change to the person or organization named in the Schedule. We will give the number of day's notice indicated in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Bail Bond Coverage)

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

- a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

(Extra Expense – Theft)

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1)** We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2)** We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a)** The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b)** 30 days.
- (3)** Our payment is limited to the lesser of the following amounts:
 - (a)** Necessary and actual expenses incurred; or
 - (b)** \$75 per day.
 - (c)** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d)** If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

- b.** Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a.** The amount paid under the Physical Damage Coverage Section of the policy; and
 - b.** Any:
 - (1)** Overdue lease / loan payments at the time of the "loss";
 - (2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3)** Security deposits not returned by the lessor;
 - (4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5)** Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS**, **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

- b.** 60 days before the effective date of cancellation if we cancel for any other reason.

**TEXAS - EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage – Borrowed Equipment
- * Property Damage Liability – Elevators
- * Coverage D – Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E – Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate – \$500 Deductible
- * Coverage F – Electronic Data Liability Coverage – \$50,000
- * Coverage G – Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate – \$1,000 Deductible
- * Coverage H – Water Damage Legal Liability – \$25,000
- * Coverage I – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program – Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations – extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Contractors Blanket Additional Insured – Products – Completed Operations Coverage – Including Upstream Parties
- * Automatic Additional Insured – Vendors
- * Automatic Additional Insured – Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured – Managers or Lessor of Premises
- * Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations
- * Additional Insured – Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured – Employee Injury to Another Employee
- * Automatically included – Aggregate Limits of Insurance (per location)
- * Automatically included – Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence – Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * “Insured Contract” redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 14 FOR CHANGES
AFFECTING YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS – EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

A. The following changes are made at **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. **Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

2. **Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

3. **Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. **Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to “property damage” to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for “property damage” to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. **Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to “property damage” resulting from the use of elevators. However, any insurance provided for such “property damage” is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. **COVERAGE D – VOLUNTARY PROPERTY DAMAGE COVERAGE**

“Property damage” to property of others caused by the insured:

- a.** While in your possession; or
- b.** Arising out of “your work”.

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. Damage to Property is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

2. COVERAGE E – CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

3. COVERAGE F – ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

4. COVERAGE G – PRODUCT RECALL EXPENSE

- a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily Injury" or "Property Damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H – WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended:

1. To read SUPPLEMENTARY PAYMENTS

2. Bail Bonds

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II – WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured – Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

- a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **a.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured – Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
 - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

10. Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy as an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

13. Additional Insured – Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is amended to read:

- a. "Bodily injury" or "personal and advertising injury":
 - (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or
 - (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **12** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III – LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**; and
 - d. Damages under Coverage **H**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage **G**.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability**.

9. Coverage G – Product Recall Expense

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D – Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E – Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F – Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

- A. The following conditions are amended:

1. Knowledge of Occurrence

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:
 - i. How, when and where the "occurrence" took place;
 - ii. The names and addresses of any injured persons and witnesses, and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition (5) of 2. **"Duties in the event Occurrence, Offense, Claim or Suit"** c. You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. The following conditions are added in regard to **Coverage G – Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

g. Claims Handling

(1) Within 15 days after we receive written notice of claim, we will:

- (a) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
- (b) Begin any investigation of the claim; and
- (c) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

(2) We will notify you in writing as to whether:

- (a) The claim or part of the claim will be paid;
- (b) The claim or part of the claim has been denied, and inform you of the reasons for denial;
- (c) More information is necessary; or
- (d) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

(3) We will provide notification, as described in (2)(a) through (2)(d) above, within:

- (a) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- (b) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

h. We will pay for covered loss or damage within 5 business days after:

- (1) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this policy, we will make payment within 5 business days after the date you have complied with such terms.

i. Catastrophe Claims

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in a. and b. above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which is:

- (1) Declared a disaster under the Texas Disaster Act of 1975; or
- (2) Determined to be a catastrophe by the State Board of Insurance.

j. The term "business day", as used in this endorsement, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

k. We will issue loss payment to the first Named Insured shown in the Declarations and any mortgagee or loss payee as designated.

14. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

A. At item **12. Mobile Equipment** the wording at **f.(1)** is deleted and replaced by the following:

f. **(1)** Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item **3. “bodily injury”** is deleted and replaced with the following:

3. “bodily injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item **9. “Insured Contract” c.** is deleted and replaced with the following:

c. Any easement or license agreement;

D. Item **9. “Insured Contract” f.(1)** is deleted.

E. The following definitions are added for this endorsement only:

23. “**Electronic data**” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. “**Product recall**” means a withdrawal or removal from the market of “your product” based on the determination by you or any regulatory or governmental agency that:

a. The use or consumption of “your product” has caused or will cause actual or alleged “bodily injury” or “property damage”; and

b. Such determination requires you to recover possession or control of “your product” from any distributor, purchaser or user, to repair or replace “your product”, but only if “your product” is unfit for use or consumption, or is hazardous as a result of:

(1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of “your product”; or

(2) Actual or alleged intentional, malicious or wrongful alteration or contamination of “your product” by someone other than you.

25. “**Product recall expense**” means reasonable and necessary expenses for:

a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

d. Transportation and accommodation expense incurred by your employees.

e. Rental expense incurred for temporary locations used to store recalled products.

f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

g. Transportation expenses incurred to replace recalled products.

h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a “product recall”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hays)

Ron Albee, being first duly sworn, deposes and says that:

(1) He/She is President of Jay-Reese Contractors, Inc., the Bidder that has submitted the attached Bid;


(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bastrop

(Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 

President

Title

Subscribed and sworn to me this 10th day of April 2025.



By: 

Notary Public

My commission expires _____

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Jay-Reese Contractors, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ron Albee, President

Printed Name and Title of Contractor's Authorized Official

April 28, 2025

Date

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Jay-Reese Contractors, Inc. does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Jay-Reese Contractors, Inc.

(Address) 32780 Ranch Road 12

Dripping Springs, TX 78620
City State Zip

Telephone Number (512) 829 - 5360 Voice
() N/A - TDD

Darcy Albee has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Jay-Reese Contractors, Inc.
Dripping Springs, TX United States

Certificate Number:
2025-1293432

Date Filed:
04/09/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Bastrop, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Project #:CIP-FY24-TR-0001
Old Iron Bridge Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Albee, Ron	Dripping Springs, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Chandra Aouelle, and my date of birth is 9.20.71.

My address is 32780 Ranch Road 12 Dripping Springs TX 78620 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Texas, on the 28th day of April, 2025.
(month) (year)

Chandra Aouelle

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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



CONTRACTOR INFORMATION

Name: Jay-Reese Contractors, Inc.

Address: 32780 Ranch Road 12 Dripping Springs, TX 78620

Principal Contact: Ron Albee

Tax ID Number: 74-2569589

Project Number: CIP-FY24-TR-0001

Project Name: Old Iron Bridge Rehabilitation

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification
- ☐ The undersigned certifies that the potential contractor will not knowingly enter into any subcontract with a person who is excluded, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the city of Bastrop, Texas. The undersigned further certifies that the potential contractor will include this section regarding exclusion, debarment, suspension, ineligibility and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

The undersigned swears that he/she is authorized to legally bind the prospective contractor to the above-described certification and is fully aware that this certification is made under penalty of perjury under the laws of the State of Texas.


Signature/Authorized Certifying Official

Ron Albee, President
Typed Name and Title

Jay-Reese Contractors, Inc.
Prospective Contractor/Organization

April 28, 2025
Date Signed

N/A
State Contractor License No. (if any)

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

(Rev. 8-29-22)

STATE OF TEXAS

COUNTY OF _____

Name of Contractor: _____

Name of Owner: City of Bastrop

Name of Project: _____

CIP Project No. _____

Date of Contract: _____

Final Payment: \$ _____

On this day, _____, appeared before me, who is the legal representative of the Contractor named above, which is a party to the Contract with the Owner for construction of the above-referenced Project.

On behalf of the Contractor, the deponent, having been sworn upon oath, in consideration of the Contractor receiving the Final Payment above, states that:

- (1) The Project has been completed in compliance with the above-referenced Contract;
- (2) All Subcontractors and Suppliers, as defined in the Contract, have been paid;
- (3) The Contractor waives and releases all liens, claims, and rights of any nature arising out of or in connection with the Project or the Work;
- (4) The Contractor recognizes that the Owner is relying on the truthfulness of the statements contained in this Affidavit as a condition to making the Final Payment; and
- (5) It accepts the Final Payment as the full and final settlement of the balance due under the Contract.

(Signature Page Follows)

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS COUNTY OF _

This Contractor's Affidavit of Bills Paid was acknowledged before me on_____,
_____, by_____, on behalf of_____.

Notary Public, State of Texas Notary's name
(printed):

Notary's commission expires:

CHANGE ORDER NO.: [Number of Change Order]

Owner:

Engineer:

Contractor:

Project:

Contract Name:

Date Issued:

Owner's Project No.:

Engineer's Project No.:

Contractor's Project No.:

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
--------------------------	--

Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable) By: _____

Title: _____

Date: _____

SPECIAL CONDITIONS

THE FOLLOWING NOTES ARE PART OF THE CONTRACT. EXISTING PAINT AT THE PROJECT

GENERAL NOTES:

1. ALL MATERIALS, EQUIPMENT, INCIDENTALS, AND LABOR DESCRIBED HEREIN FOR CLEANING AND PAINTING OF STEEL TRUSS MEMBERS SHALL BE COMPENSATED AS PART OF THE "CLEAN & PAINT EXIST TRUSS (SYSTEM II)" PAY ITEM.
2. CLEAN AND PAINT THE EXISTING TRUSS STEEL COMPONENTS IN ACCORDANCE WITH THE PLANS AND TXDOT STANDARD SPECIFICATION ITEM 446, "FIELD CLEANING AND PAINTING STEEL." THIS SPECIFICATION INCLUDES REQUIREMENTS FOR PAINTING CONTRACTOR QUALIFICATIONS.
3. CLEAN EXISTING TRUSS COMPONENTS TO ACHIEVE AN SSPC-SP10 OR SSPC-SP11 SURFACE PREPARATION.
4. PAINT CLEANED SURFACES WITH SYSTEM II.
5. APPEARANCE COAT SHALL BE FEDERAL STANDARD 595B COLOR 37925 (WHITE).
6. CONTRACTOR IS REQUIRED TO SUBMIT A CONTAINMENT PLAN THAT DETAILS PROCEDURES AND TYPE AND SIZE OF EQUIPMENT PROPOSED TO KEEP PUBLIC PROPERTY, PRIVATE PROPERTY, AND THE ENVIRONMENT FROM BEING ADVERSELY AFFECTED BY THE CLEANING AND PAINTING OPERATIONS. APPROVAL OF THE PLAN IS REQUIRED BEFORE CLEANING AND PAINTING OPERATIONS BEGIN. CONTAINMENT PLAN OR ERECTION PLAN SHALL INCLUDE AN ENGINEERING ANALYSIS SHOWING THE LOADS ADDED TO THE EXISTING STRUCTURE BY THE CONTAINMENT SYSTEM AND WASTE MATERIALS DO NOT RESULT IN AN OVERSTRESS OF THE MEMBERS. THIS ANALYSIS SHALL BE SIGNED AND SEALED BY AN ENGINEER LICENSED IN THE STATE OF TEXAS.
7. CONTRACTOR SHALL TAKE CARE TO PREVENT DAMAGE TO ADJACENT BRIDGE COMPONENTS, SUCH AS CONCRETE, DURING SURFACE PREPARATION OR PAINTING.

HAZARDOUS MATERIAL ABATEMENT

1. TCLP SAMPLING OF THE OLD IRON BRIDGE EXISTING PAINT SYSTEM WAS CONDUCTED BY LONESTAR ENVIRONMENTAL SERVICES ON 5/20/2024. THIS REPORT WILL BE MADE AVAILABLE TO THE AWARDED CONTRACTOR.
2. LEAD IS PRESENT IN THE EXISTING PAINT SYSTEM.
3. ABATE AND REMOVE LEAD CONTAINING PAINT. ABATEMENT OPERATIONS ARE TO FOLLOW ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
4. FOR LEAD ABATEMENT WORK, PROVIDE PERSONNEL OR SUBCONTRACTORS THAT ARE LICENSED, REGISTERED, OR ACCREDITED BY THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND INSURED FOR THE APPROPRIATE ASBESTOS RELATED ACTIVITY.
5. PROVIDE AN ON-SITE SUPERVISOR, OR INSURE THE SUBCONTRACTOR HAS A SUPERVISOR, MEETING THE REQUIREMENTS UNDER OSHA FOR A "COMPETENT PERSON" FOR ALL WORK INVOLVING LEAD ABATEMENT. THE COMPETENT PERSON MUST BE FAMILIAR WITH AN EXPERIENCED IN LEAD ABATEMENT AND OTHER RELATED WORK AND MUST ENFORCE THE USE OF ALL SAFETY PROCEDURES AND EQUIPMENT. THE SUPERVISOR MUST BE KNOWLEDGEABLE OF ALL EPA, OSHA, AND NIOSH REQUIREMENTS AND GUIDELINES. PROVIDE DOCUMENTATION TO THE CITY OF BASTROP OF THE SUPERVISOR'S QUALIFICATIONS.
6. SUBMIT REQUIRED NOTIFICATIONS TO DSHS. ASSUME RESPONSIBILITY FOR INSURING THAT ALL REQUIRED NOTIFICATIONS ARE SUBMITTED BY THE DEADLINES AND IN THE MANNER REQUIRED BY DSHS. PROVIDE COPIES OF ALL REQUIRED NOTIFICATIONS TO THE CITY OF BASTROP. NO TIME EXTENSIONS OR SUSPENSION OF TIME CHARGES WILL BE MADE FOR FAILURE TO SUBMIT TIMELY NOTIFICATIONS OR REVISED NOTIFICATIONS.
7. EMPLOY AN "INDIVIDUAL LEAD ABATEMENT" AS REQUIRED BY DSHS, EPA, OSHA, OR OTHER REGULATORY AGENCY. THE REMOVAL MUST COMPLY WITH ALL APPLICABLE PROVISIONS OF NESHAP, TAHPR, AND OSHA. AN ABATEMENT PLAN, INCLUDING ALL CERTIFICATIONS, MUST BE SUBMITTED TO THE CITY OF BASTROP FOR APPROVAL ALONG WITH THE ACCEPTABLE REMOVAL OR ABATEMENT METHODS, WORKER

PROTECTION REQUIREMENTS, AIR MONITORING PROVISIONS, TEMPORARY STORAGE OF REMOVED LEAD CONTAINING MATERIAL, AND THE PROPOSED METHOD AND LOCATION FOR DISPOSAL OF LEAD PAINT.

8. USE QUALIFIED PERSONNEL OR SUBCONTRACTORS, AS SPECIFIED HEREIN, TO REMOVE OR ABATE LEAD AS DESCRIBED IN THE ABATEMENT PLAN. DO NOT DEVIATE FROM THE REQUIREMENTS IN THE ABATEMENT PLAN UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE CITY OF BASTROP OR IF THE PLAN IS PROPERLY REVISED.
9. TRANSPORT ALL MATERIALS IN A MANNER TO PREVENT ACCIDENTAL RELEASE OF DUST. IN ACCORDANCE WITH NESHAP, INDICATE ON ANY SHIPPING MANIFEST FOR CONTAINERS OF LEAD THAT THE CITY OF BASTROP IS THE GENERATOR OF THE WASTE, THE NAME OF THE TRANSPORTER, THE NAME OF THE ADMINISTERING AGENCY (DSHS), AND THE NAME OF THE DISPOSAL FACILITY.
10. SEE ALSO LEAD-BASED PAINT ABATEMENT PROTOCOL.

END OF SECTION

SPECIFICATION – DIVISION 1

SECTIONS 01010 - 17000

Section 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 Related Documents:

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

1.2 DESCRIPTION OF WORK:

1.21 Scope of Work: Old Iron Bridge Rehabilitation Project

- A. This section describes the Project in general and provides an overview of the extent of the Work to be performed by the CONTRACTOR. Detailed requirements and extent of Work is stated in the applicable Specification Sections and shown on the Drawings. CONTRACTOR shall, except as otherwise specifically stated herein or in any applicable part of these Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the Work.
- B. Any part or item of the Work which is reasonably implied or normally required to make the installation satisfactorily operable shall be performed by the CONTRACTOR and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the Work. It is the intent of these Specifications to provide the OWNER with the complete system. All miscellaneous appurtenances and other items of Work that are incidental to meeting the intent of the Specifications shall be considered as having been included in the applicable unit prices or lump sum prices bid for the Work even though these appurtenances and items may not be specifically called for in the Bid Documents.
- C. The Work shall include furnishing all tools, labor, materials, equipment, and miscellaneous items necessary for the complete the rehabilitation of the existing Bridge at Bastrop. "The Old Iron Bridge" is located adjacent and parallel to the SH 150 bridge over the Colorado River in Bastrop Texas. The existing bridge is comprised of 18 concrete approach spans and 3 structurally independent truss main. The bridge will require a full rehabilitation, including concrete deck, steel truss components, installation of railing and decorative lights. The project will also include SWPP.

1.22 Location of Project

- A. The project location is shown on the Drawings.

1.23 Contractor's Responsibilities

- A. Execute all Work as is specified in the Specifications, Special Provisions and Special Specifications listed in the Table of Contents.
- B. Secure all construction-related permits, other than those provided by OWNER, and pay for the same.
- C. Arrange for the necessary temporary water and electric service and pay for these services and all water and electricity consumed during the construction Work.

- D. Provide adequate temporary sanitary facilities. And if necessary, a temporary construction Office.

1.24 Easements and Rights-Of-Way

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

A. Easements & private property

Easements and across private property are indicated on the Drawings. CONTRACTOR shall be aware and identify the boundaries of construction easements and ROW and across private property.

B. Rights-of-Way

All Work performed and all operations of CONTRACTOR, his employees, or subcontractors, within the limits of project as indicated in the plans. Contractor shall be in conformity with the requirements and be under the control (through OWNER) of highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.

1.25 Operation of Existing Facilities

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

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

1.26 Connections to Existing Facilities

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

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

1.27 Unfavorable Construction Conditions

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

1.3 SUBMITTALS

Provide shop drawings and other information as required by Section 01300 for coordination of the work.

1.4 CONTRACTOR'S USE OF CONSTRUCTION SITE

The construction site may be in use by public throughout the duration of contract and the contractor is required to minimize disturbance and hazards to pedestrian as well as automobile traffic. CONTRACTOR shall not unreasonably encumber the construction site with materials or equipment. CONTRACTOR shall assume reasonable responsibility for protection of construction site.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

Section 01095 — Reference Standards and Definitions

DEFINITIONS

General: Basic Contract definitions are included in the General Conditions, Section 00700 included herein.

Approved: The term approved, when used in conjunction with the Owner's Representative's action on the CONTRACTOR'S submittals, applications, and requests, is limited to the Owner's Representative's duties and responsibilities as stated in the Conditions of the Contract. A stamp reading "No Exceptions Taken" shall have the same intent as "Approved".

Furnish: The term furnish means supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.

Install: The term install describes operations at the Project site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

Installer: An Installer is the CONTRACTOR or another entity engaged by the CONTRACTOR, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in operations they are engaged to perform.

Project Site: The space available to the CONTRACTOR for performing construction activities either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

Provide: The term provide means to furnish and install, complete and ready for the intended use.

Regulations: The term regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

Trades: Using terms such as carpentry is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.

INDUSTRY STANDARDS

Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.

Conflicting Requirements: Where compliance with two or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer to the Owner's Representative for a decision before proceeding.

Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

Abbreviations and Names: Trade association names, titles of general standards, and names and titles of government agencies are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturer's Association
AAN	American Association of Nurserymen.
AASHTO	American Association of State Highway and Transportation Officials.
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADC	Air Diffusion Council
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects
AIHA	American Industrial Hygiene Association
AISC	American Institute of Steel Construction
ISI	American Iron and Steel Institute

AITC	American Institute of Timber Construction.
ALCA	Associated Landscape Contractors of America
ALI	Associated Laboratories, Inc.
ALSC	American Lumber Standards Committee
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute.
AOAC	Association of Official Analytical Chemists
AOSA	Association of Official Seed Analysts
APA	American Plywood Association
API	American Petroleum Institute.
AREA	American Railroad Engineers Association
ARI	Air Conditioning and Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASA	Acoustical Society of America
ASA	American Standards Association.
ASC	Adhesive and Sealant Council
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating & Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials.
AWCMA	American Window Covering Manufacturers Association
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America
BIFMA	Business and Institutional Furniture Manufacturers Association
CAGI	Compressed Air and Gas Institute
CAUS	Color Association of the United States
CBM	Certified Ballast Manufacturers
CcC	Carpet Cushion Council
CDA	Copper Development Association
CE	Corps of Engineers
CFR	Code of Federal Regulations
CGA	Compressed Gas Association
CISCA	Ceiling and Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CPSC	Consumer Product Safety Commission
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard of NBS (U.S. Dept. of Commerce)

CTI	Ceramic Tile Institute
DFPA	Douglas Fir Plywood Association
DHI	Door and Hardware Institute
DLPA	Decorative Laminate Products Association
DOC	U.S. Department of Commerce
DOT	Department of Transportation
ECSA	Exchange Carriers Standards Association
EIA	Electronic Industries Association
EIMA	Exterior Insulation Manufacturers Association
EJMA	Expansion Joint Manufacturers Association
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FGMA	Flat Glass Marketing Association
FHA	Federal Housing Administration
FM	Factory Mutual Research Organization
FS	Federal Specifications
FSC	Forest Stewardship Council
FTI	Facing Tile Institute
GA	Gypsum Association
GSA	General Services Administration
HEI	Heat Exchange Institute
HI	Hydronics Institute
H.I.	Hydraulic Institute
HMA	Hardwood Manufacturers Association
HPMA	Hardwood Plywood Manufacturers Association
IBD	Institute of Business Designers
ICEA	Insulated Cable Engineers Association, Inc.
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IESNA	Illuminating Engineering Society of North America
IGcc	Insulating Glass Certification Council
ILI	Indiana Limestone Institute of America
IMSA	International Municipal Signal Association
IRI	Industrial Risk Insurers
ISA	Instrument Society of America
ITE	Institute of Transportation Engineers
LEED™	Leadership in Energy and Environmental Design
LIA	Lead Industries Association, Inc.
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturer's Association
MCAA	Mechanical Contractors Association of America
MFMA	Maple Flooring Manufacturers' Association
MIA	Marble Institute of America
ML/SFA	Metal Lath/Steel Framing Association
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
MUTCD	Texas Department of Transportation Manual on Uniform Traffic Control Devices

NAAMM	National Association of Architectural Metal Manufacturers
NAIMA	North American Insulation Manufacturers Association
NAPA	National Asphalt Pavement Association
NBFU	National Board of Fire Underwriters
NBGQA	National Building Granite Quarries Association
NBS	National Bureau of Standards (U.S. Dept. of Commerce)
NCMA	National Concrete Masonry Association
NCRPM	National Council on Radiation Protection and Measurements
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code (Published by NFPA)
NECA	National Electrical Contractors Association
NEII	National Elevator Industry, Inc.
NEMA	National Electrical Manufacturers Association
NETA	International Electrical Testing Association
N.F.P.A.	National Forest Products Association
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NIST	National Institute of Standards and Technology
NLGA	National Lumber Grades Authority
NOFMA	National Oak Flooring Manufacturers Association
NPA	National Particleboard Association
NPCA	National Paint and Coatings Association
NRCA	National Roofing Contractors Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PE	Professional Engineer
REA	Rural Electrification Administration
RFCI	Resilient Floor Covering Institute
RMA	Rubber Manufacturing Association
RPLS	Registered Professional Land Surveyor
SDI	Steel Deck Institute
S.D.I.	Steel Door Institute
SFPA	Southern Forest Products Association
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SPRI	Single Ply Roofing Institute
SSPC	Steel Structures Painting Council
SSPMA	Sump and Sewage Pump Manufacturers Association
SWI	Steel Window Institute

SWPA	Submersible Wastewater Pump Association
TCA	Tile Council of America
TEX TEST	TxDOT Laboratory Test
TIMA	Thermal Insulation Manufacturers Association
TPI	Truss Plate Institute
TxDOT	Texas Department of Transportation
UL	Underwriters Laboratory, Inc.
USDA	U. S. Department of Agriculture
USGBC	U. S. Green Building Council
USPS	U. S. Postal Service
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Wallcovering Manufacturers Association
WIC	Woodwork Institute of California
WLPDIA	Western Lath, Plaster, Drywall Industries Association
WRI	Wire Reinforcement Institute
WSC	Water Systems Council
WSFI	Wood and Synthetic Flooring Institute
WWPA	Western Wood Products Association
W.W.P.A.	Woven Wire Products Association

END OF SECTION

Section 01096 — Storm Water Pollution Prevention Plan (SWPPP)

As a requirement of the Texas Commission on Environmental Quality's (TCEQ's) Texas Pollutant Discharge Elimination System (TPDES), a Stormwater Pollution Prevention Plan (SWP3) shall be prepared by the Contractor for this Project. Coordinate with TCEQ to determine if SWP3 is necessary. If necessary, the following conditions apply to this contract:

1. Prior to the start of construction, the Contractor for this Project and the Owner will be required to execute, forward to the TCEQ, and Contractor to pay application fee for a Notice of Intent (NOI) to be covered by a TPDES general permit.
2. Prior to the start of construction, the Contractor and all subcontractors will implement the measures of the SWP3.
3. Upon final acceptance of the Project by the Owner, the Contractor, along with the Owner, will be required to execute and forward to the TCEQ a Notice of Termination (NOT).

See plans and specifications for guidance on Erosion and Sedimentation control.

END OF SECTION

Section 01200 — Project Meetings

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Documents related to this section will include the construction drawings and general provisions of the Contract.

1.2 SUMMARY

- A. This section describes the preconstruction conference and other Project related meetings which may be held on a routine schedule throughout the duration of the Project.
- B. The CONTRACTOR, or his authorized representative(s), shall attend all Project related meetings as indicated herein. The CONTRACTOR's representatives, as a minimum, shall include his Project Manager and Superintendent. Other CONTRACTOR's representatives may attend Project related meetings; however, there shall be a maximum of four (4) CONTRACTOR's representatives at any one meeting unless the ENGINEER/ARCHITECT approves a larger number.
- C. The CONTRACTOR shall provide all pertinent reports, copies of reports, etc., for each meeting as may be required by this or other sections of the Contract.

1.3 PARTNERING WORKSHOP

- A. To complete this work most beneficially for all parties, the Owner desires to form a Partnering Team among the Owner, Engineer/Architect, Contractor, and Subcontractor(s). This relationship will draw on the strength of all parties to identify and achieve mutual goals. The objectives are effective and efficient contract performance, intended to achieve completion within budget, on schedule, and in accordance with the drawings and specifications.
- B. The Owner may schedule a Partnering Workshop independent of or in conjunction with the Preconstruction Conference, to facilitate the project objectives. The partnering relationship will be multilateral in makeup and participation will be totally voluntary.

1.4 PRECONSTRUCTION CONFERENCE

A. Attendees

A preconstruction conference shall be held as soon after the award and execution of the Contract as possible and before any Work at the site is started. The conference will be held at a location selected by the Owner's Project

Manager. The Owner's Project Manager shall prepare and distribute the meeting agenda, preside over the conference, and may distribute meeting minutes. The conference shall be attended by:

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

8. Meeting topics

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

1. Introduction of persons attending the meeting.
2. General project description, including length of contract and liquidated damages.
3. Key personnel associated with the construction (may include, but is not limited to the following):
 - CONTRACTOR's Project Manager
 - CONTRACTOR's Superintendent
 - OWNER's Project Manager
 - ENGINEER/ARCHITECT's representative
 - OWNER's Sponsor Department Representative.
 - Representatives of the various utilities.
4. Lines of communication and chains of command.
5. Wage and personnel records and reporting requirements.
6. Subcontractors and suppliers.
7. Submittal review and approval procedure. Submittals may include, but are not limited to the following:
 - Letter stating the name and qualifications of the CONTRACTOR's Superintendent
 - Letter stating the name and qualifications of the sub contractors
 - Letter(s) from the Subcontractor(s) listing their salaried specialists

- If applicable, a letter designating the Registered Professional Land Surveyor
- If applicable, a letter designating the Safety Representative (for general project safety) and the “Competent Person” for excavation safety
- Excavation Safety Systems Plan
- Schedule of Values
- Schedule for submittals
- Shop drawings
- Construction schedule (The schedule shall indicate the phases of work in which subcontractors will be participating. Subcontractors shall be indicated by name.)
- Payroll reports
- Substitution of subcontractors
- Non-use of asbestos materials affidavit
- Appropriate safety training certificates for workers that will initially be on site
- Documentation for all workers initially on site who are governed by a prevailing wage classification as described in Section 00830.
- Construction Equipment Emissions Reduction Plan

8. Job and traffic safety.

9. Permits.

10. Utility coordination report.

11. Notification of property owners and other affected by the project

12. Job meetings.

13. Use of the site for construction, storage, staging, etc., and interrelationship with other contracts.

14. Equal opportunity requirements.

15. Laboratory testing of material requirements.

16. Inventory of materials stored on site provisions.

17. Progress estimate and payment procedure.

18. Posting of signs.

19. Project safety.

20. Prompt payment procedure.

21. Review of contract - addenda, supplementary general conditions, special provisions, special specifications, and other unique project items.

22. Other

1.5 JOB MEETINGS

A. General

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

B. Attendees

Job meetings will be attended by the following:

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

C. Meeting topics

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

1. Review of previous meetings' notes and update of pertinent information and Project status.
2. Identification and discussion of new job related construction problems. Such discussion will be toward resolving identified problems.
3. Review work accomplished to date and establish proposed construction activities for the upcoming week(s).
4. Discuss the status of or need for change orders.
5. Check of required bonds and insurance certificates (including Workers' Compensation Insurance verification for CONTRACTOR's, Subcontractor's, and Sub-Subcontractor's employees as stated in Contract.

6. Status of pay requests.
7. Work in progress.
8. Review and update construction schedule.
9. Review of submittals schedule and status of submittals.
10. Status of Safety Training certificates for all new workers on project.
11. Other.

1.6 OTHER MEETINGS

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

END OF SECTION

SECTION 01210 – MOBILIZATION, PERFORMANCE BOND, PAYMENT
BOND, MAINTENANCE BOND AND INSURANCE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project Mobilization and Demobilization.
 - 2. Performance Bond, Payment bond Maintenance Bond, and Insurance items.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Basis of Measurement: By the Lump Sum as the work progresses.
- B. Basis of Payment: This item will be paid for at the contract unit price bid for “Mobilization” which price shall be full compensation for mobilization and demobilization of all contractor personnel, facilities, equipment, and supplies, for all equipment, labor, and material associated with traffic handling, and all other project costs not specifically covered in the contract bid items. Costs for installation and maintenance of steel plates is incidental to this item.
- C. Partial payments for this item will be administered as follows. The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for mobilization.
 - 1. When 1% of the adjusted contract amount for construction items is earned, 50% of the mobilization lump sum bid will be paid.
 - 2. When 5% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum bid will be paid.
 - 3. When 10% of the adjusted contract amount for construction items is earned, 90% of the mobilization lump sum bid will be paid.
 - 4. Upon completion of all work items, payment for the remainder of the mobilization lump sum bid will be made.
- D. The lump sum bid for mobilization, performance and maintenance bond and payment bond shall not exceed 5% of the total contract.
- E. Mobilization, Performance and Maintenance Bond and Payment Bond;
 - 1 This item will be measured by the one unit for the complete job and paid by the lump sum price.
 - 2 This shall be full compensation for contractor mobilization and bonds required for the project.

1.3 REFERENCES – Not used.

1.4 QUALITY ASSURANCE – Not used.

PART 2 PRODUCTS – Not used.

END OF SECTION

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contingency allowances.
- B. Testing and inspection allowances.
- C. Schedule of Values.
- D. Application for Payment.
- E. Change procedures.
- F. Defect assessment.
- G. Unit prices.
- H. Alternates.

1.2 CONTINGENCY ALLOWANCES

- A. Include in Contract a stipulated sum/price of \$250,000.00 for use upon Owner's instruction as a contingency allowance.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
- C. Funds will be drawn from contingency allowance only by Change Order, or as approved by City.
- D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.3 TESTING AND INSPECTION ALLOWANCES

- A. Costs Included in Testing and Inspecting Allowances: City will contract a material testing company

1.4 SCHEDULE OF VALUES

- A. If Required, submit printed schedule on either EJCDC Form C-620 or on a Contractor's standard form as approved by the Engineer.
- B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.
- C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders with each Application for Payment.

1.5 APPLICATION FOR PAYMENT

- A. Submit three copies of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment or a Contractor's electronic media driven form as approved by the Engineer.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit submittals with transmittal letter as specified in Section 01 33 00 - Submittal Procedures.
- F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Partial release of liens from major Subcontractors and vendors.
 - 2. Record Documents as specified in Section 01 70 00 - Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.
 - 3. Affidavits attesting to off-Site stored products.

1.6 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect/Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.

- D. Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 10 calendar days.
- E. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors. Document requested substitutions according to Section 01 60 00 – Product Requirements.
- F. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as recommended by Engineer and approved by Owner.
- G. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- H. Work Directive Change: Engineer may issue directive, on EJCDC Work Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- I. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- J. Change Order Forms: See Change Order Form in the Manual or as approved by Engineer.
- K. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- L. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.7 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.

- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- D. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- E. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.
- F. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.8 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual Specification Sections.
- B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.
- C. Take measurements and compute quantities. Engineer will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
 - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
 - 2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. Measurement of Quantities:
 - 1. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
 - 2. Measurement by Area: Measured horizontally by square dimension using mean length and width or radius.
 - 3. Linear Measurement: Measured horizontally by linear dimension, at item centerline or mean chord.

4. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

1.9 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.

1.10 MOBILIZATION

- A. As specified in Section 01 21 00.

PART 2 PRODUCTS – Not t

Used PART 3 EXECUTION -

Not Used

END OF SECTION

Section 01300 - Submittals

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

The CONTRACTOR prepares submittals. Drawings and general provisions of Contract, including Section C-700, "General Conditions"; Division 1 requirements and Technical Specifications and Special Provisions thereto, should be used as the related documents for this requirement.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Security plan.
 - 2. Contractor's construction schedule.
 - 3. Submittal schedule.
 - 4. Shop drawings.
 - 5. Product data.
 - 6. Samples.
 - 7. Quality assurance and quality control submittals, including calculations, mix designs and substantiating test results.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Permits.
 - 2. Applications for Payment.
 - 3. Performance and Payment bonds.
 - 4. Insurance certificates.
 - 5. Monthly Subcontractors expense report.
 - 6. Non-use of asbestos affidavits
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section C-700, "General Conditions" specifies requirements for submittal of the Schedule of Values.
 - 2. Division 1, Section 01200, "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
 - 3. Section "General Conditions"; and/or Division 1, Section 01700, "Contract Close-out" specifies requirements for submittal of Project Record Documents and warranties at project close-out.
 - 4. Section C-700, "General Conditions" specifies requirements for Substitutes and "Or Equal" Items.

PART 2 - PRODUCTS - not used

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

Contractor shall be responsible for the following:

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals or resubmittals concurrently.
 - a. The E/A reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 - 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow fourteen (14) calendar days for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow fourteen (14) calendar days for processing each resubmittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the E/A sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. Provide a space approximately a minimum of a 4 inches by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Contractor's Engineer.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.

- i. Drawing number and detail references, as appropriate.
- C. Format of Submittals. All submittals shall be submitted electronically (PDF) via e-mail as determined at the pre-construction conference. The following shall be submitted:
1. Proposed Construction schedule and subsequent revisions.
 2. Proposed Submittal schedule and subsequent revisions.
 3. Shop Drawings, Product, Product Samples, Quality Assurance and Quality Control submittals.
- D. Submittal Transmittal: Package each submittal as one PDF file per submittal. Transmit each submittal from the Contractor to the E/A through the Owner's Representative using a transmittal form (An example Transmittal Form is provided at the end of this section). The E/A will not accept submittals received from sources other than the Contractor.
1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
 2. Number transmittals in sequence for each Series of the Specifications thus: x-xxx. The number after the dash indicates the Section of the Specifications, and the number before the dash is the sequence number of the transmittal. For example, the first item submitted related to Specification Item No. 506, "Manholes" would be labeled 1-506, the second item submitted would be labeled 2-506, etc. If the submittal item relates to a Special Provision or Special Specification, use SP506 or SS5061, for example, to indicate the applicable Specification Section. Identify resubmittals with a letter of the alphabet following the original sequence number, using "A" for the first resubmittal, "B" for the second resubmittal, etc. For example, the first resubmittal of the second item submitted for Specification SP506 would be labeled 2A-SP506.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Construction Schedule: Prepare a fully developed Contractor's construction schedule ("Baseline Schedule") using Microsoft Project" software unless otherwise approved by Owner's Representative. Submit Baseline Schedule prior to or at the preconstruction conference, and submit updated schedules as specified by the E/A, usually at each regularly scheduled Project Meeting and with each pay application.
1. Detail each significant construction activity and use a weekly timeframe for the schedule. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
 2. With each update, revise task completion percentage and mark completed tasks.
 3. Prepare the schedule on a sheet, or series of sheets, or other reproducible media, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities;

include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the critical path items and the sequences necessary for completion of related portions of the Work.

5. Indicate the phases of work in which subcontractors will be participating. Subcontractors shall be indicated by name.
 6. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 7. Indicate substantial completion in advance of the date established for Final Completion to allow time for the E/A's procedures necessary for certification of Substantial and Final Completion.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- C. Cost Correlation: Within the Baseline Schedule, provide cost information indicating planned and actual costs. On the appropriate task line(s), show dollar volume of Work performed as of the dates used for preparation of applications for payment. Refer to Section 00700, "General Conditions", Article 15 Payment to Contractor and Completion for cost reporting and payment procedures.
- D. Distribution: Following response to the Baseline Schedule submittal, distribute electronic copies to the E/A, subcontractors, suppliers, and other parties required to comply with scheduled dates. Keep a copy at the Project Site at all times.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made and as requested by the E/A. Issue the updated schedule concurrently with the report of each meeting, or as requested by the E/A.

3.3 SUBMITTAL SCHEDULE

- A. Concurrently with the development of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the initial Submittal Schedule along with the Construction Schedule, at, or prior to, the Pre-construction Conference.
1. Coordinate Submittal Schedule with the list of subcontractors, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.
 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number or Specification number.
 - c. Submittal category (Shop Drawings, Product Data, Calculations, Test Results, or Samples).
 - d. Name of the subcontractor.
 - e. Description of the part of the Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date for completion of the E/A's review.

- B. Distribution: Following Owner's response to the initial submittal, distribute response to the Owner's Representative, E/A, Owner, subcontractors, suppliers, and other parties required to comply with submittal dates indicated. Keep copies at the Project Site at all times.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting, or as requested by the E/A.

3.4 CONSTRUCTION SEQUENCE PLANS

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

3.5 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, circle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 1. Dimensions;
 - 2. Identification of products and materials included by sheet and detail number;
 - 3. Compliance with specified standards;
 - 4. Notation of coordination requirements; and
 - 5. Notation of dimensions established by field measurement.
 - 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 22 inches by 34 inches.
 - 7. Do not use Shop Drawings without an appropriate stamp indicating action taken.

3.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, applicable certifications and performance curves.
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations;
 - b. Compliance with trade association standards;

- c. Compliance with recognized testing agency standards;
 - d. Application of testing agency labels and seals;
 - e. Notation of dimensions verified by field measurement; and
 - f. Notation of coordination requirements.
- 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - 3. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until a copy of the final submission of Product Data is in the Installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.
 - 4. Potable Water, Reclaimed Water, and Wastewater Items or Projects: The Contractor shall submit descriptive information and evidence that the materials and equipment the Contractor proposes for incorporation into the Work is of the kind and quality that satisfies the specified functions and quality. Austin Water Utility Standard Products Lists (SPL) are a part of the Specifications. Contractors shall use products specified in the Contract Documents or listed on the SPLs. Products contained in the SPL cannot be substituted for items shown on the Drawings, or called for in the specifications, unless approved by the E/A in conjunction with the Austin Water Utility Standards Committee. Unless otherwise specified, products current at the time of solicitation shall be installed except where an updated List has been issued to remove a product because of quality or performance issues.

3.7 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished when specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - 1. Mount or display Samples in the manner to facilitate review of qualities indicated. Include the following:
 - a. Specification Section number and reference;
 - b. Generic description of the Sample;
 - c. Sample source;
 - d. Product name or name of the manufacturer;
 - e. Compliance with recognized standards; and
 - f. Availability and delivery time.
 - 2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

- a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements of Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
3. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used by Owner for final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

3.8 QUALITY ASSURANCE AND QUALITY CONTROL SUBMITTALS

- A. Submit quality assurance and quality control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, materials test results, field testing and inspection reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a certification from the manufacturer or responsible Engineer certifying compliance with specified requirements.
- C. Signature: Certification shall be signed by an officer of the corporation or other individual authorized to sign documents on behalf of the company.
- D. Calculations: When required in the technical specification, calculations shall be prepared and stamped by a Professional Engineer registered in the State of Texas.
- E. Concrete, Controlled Low Strength Material, Asphalt Stabilized Base and Hot Mix Asphaltic Concrete Mix Designs and Substantiating Test Data: Requirements for submittal of mix designs and substantiating test data are specified in the applicable Technical Specification Section. Each separate batch plant supplying ASB, HMA and/or concrete shall submit mix designs to the Owner's Representative for review.

3.9 TECHNICAL SUBMITTALS REQUIRED

- A. Technical submittals required include, but are not limited to, to all the TxDOT items, including electrical items as shown in the plans. The Contractor shall refer to the Technical Specifications for additional requirements.

3.10 ENGINEER/ARCHITECT'S ACTION

- A. Except for submittals, for the record, or for information where action and return is not required, the E/A will review each submittal, mark to indicate action taken, and return within the time frame specified in Paragraph 3.1.A.3.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The E/A will stamp each submittal with a uniform, action stamp. The E/A will mark the stamp appropriately to indicate the action taken, as follows:
 - 1. "Reviewed": the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 - 2. "Reviewed with Comments": the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 - 3. "Revise and Resubmit" or "Rejected": do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations and resubmit without delay. Repeat if necessary to obtain different action mark.
 - a. Do not use, or allow others to use, submittals marked "Revise and Resubmit" or "Rejected" at the Project Site or elsewhere where Work is in progress.
 - 4. Other Action: Where a submittal is for information, or for record purposes, or for special processing, or for other activity, the E/A will return the submittal marked "Record Copy", "Action Not Required" or "No Action Taken."
- C. Unsolicited Submittals: The E/A will return unsolicited submittals to the sender without action.

3.11 PREPARATION AND SUBMITTAL OF CONSTRUCTION RECORD DRAWINGS

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

GENERAL

- 1. Notes should be sufficiently clear to allow a draftsman to easily make the necessary changes without the need for field checks and interpretation.
- 2. One complete set of Construction Record red-lines will be submitted prior to the final pay request and forwarded to the Owner.

The above list is not intended to be complete. Any information noted which could be used for future maintenance, location and construction projects is encouraged to be noted on the red-lines.

3.12 CONSTRUCTION DIARIES

The Contractor shall prepare a daily construction diary recording as a minimum the following information concerning events at the site and submit duplicate copies to the Owner's Representative at weekly intervals. The copies are to be signed by the project Superintendent as defined in Section 00700, Article 6.1.2.

1. Work performed;
2. Approximate count of Contractor's personnel, by classification, on the site;
3. List by classification, of all Subcontractors, personnel and any professionals on the site that day;
4. List of all equipment on the site by make and model;
5. High and low temperatures together with general weather conditions;
6. Start time and finish time of day's work;
7. Accidents and / or unusual events;
8. Meetings and significant decisions made;
9. Stoppages, delays, shortages and / or losses;
10. Meter readings and / or similar recordings;
11. Emergencies procedures that may have been needed;
12. Orders and requests of governing authorities;
13. Change Orders received and implemented;
14. Services connected and / or disconnected;
15. Installed equipment and / or system tests and / or startups and results;
16. Partial completions and / or occupancies; and
17. Date of substantial completion certified.

Shop Drawing Transmittal

Month XX, 2024

Transmittal No. _____
Previous Transmittal No. _____
Previous Submittal Date _____

City of Bastrop
Engineering and CIP

Project Name: _____
Attention: _____

Enclosed are electronic copies of the following items for your
review: Item

<u>No.</u>	<u>Description</u>	<u>Submittal Type</u>	<u>Specification Section</u>	<u>Subcontractor/Supplier</u>
1	#4 rebar	Product data	00510	ABC Company
2	Railing	Manufacture	00955	XZY Company

Note: Item 2 above contains a deviation from the Specifications as indicated on the item

Submitted by: _____
Address

END OF SECTION

Section 01380— Construction Photography & Videos

1. GENERAL

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

2. QUALITY

All photographs must be produced by a competent photographer and shall be digital (6 Mega-Pixel) date-stamped color photography of commercial quality. All CONTRACTOR-generated photographs must be stored in a .jpg file format. Each photograph shall be submitted electronically via CD, DVD or USB drive as agreed upon between the CONTRACTOR and OWNER. A Photo Log that correlates each picture file name with the name for the Contract, name of CONTRACTOR, description and location of view and identity of photographer. In addition, appropriate descriptive information to properly identify the location of view must be entered into the Photo Log that includes a project drawing or sketch to assist in maintaining a concise project record (e.g. location of MH 5 - Line A or Sta. 2+00 - Line A or location of Sedimentation Basin 5, sludge pump A).

3. VIEWS AND QUANTITIES

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

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

3.2. PRE-CONSTRUCTION PHOTOGRAPHS

All pre-construction photographs must be submitted within ten (10) calendar days of the Notice to Proceed. Pre-construction photographs must be taken at sufficient intervals to be able to carefully document the pre-construction conditions of the Work, but in no case less than 100 foot intervals along the street, right-of-way, drainage easement or water/wastewater line route before commencement of Work. Each photograph location shall be taken from a minimum of two (2) views (one forward station view and one backward station view along the street, drainage, easement or pipeline route) within the limits of construction. Particular attention must be devoted to pre-existing damage to structures; landscape features, streets, curbs, sidewalks, driveways, signs, mailboxes, retaining walls, MSE walls, etc. shall be documented. An identifier such as houses or businesses address/ signs, property numbers, mail boxes, landscaping, etc. shall be included in each view for ease of later identification. At a minimum, Pre-construction photographs must be taken of the following views:

- The entire street ROW
- The entire easement width and length (both permanent and temporary)
- All curb lines (both sides of street) — all pre-existing curb damage not called for replacement within the Work and shall include major cracks
- All driveways, steps, and curbs and curb ramps (both sides of street)
- Fence and gate conditions
- Trees, ornamental shrubs, plantings/planter boxes and evidence of irrigation features
- Other privately or publically owned features or facilities that might be disturbed by the construction
- Prominent utility features, such as: guy wires, poles, signs, valves, fire hydrants, meters, pull boxes, etc.
- Streams and stream banks within the limits of construction
- Other significant or prominent features in order to protect the OWNER and CONTRACTOR following construction (e.g. close up photographs of pre-existing broken curbs, cracked/failed pavement, damaged adjacent retaining walls, etc.)
- Views of structures, both inside and adjacent to the ROW/easement in areas where CONTRACTOR will be working within five (5) feet of said structure
- Other views as requested by the OWNER

3.3. PRE-CONSTRUCTION PHOTOGRAPHS

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

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

- The entire construction site area (full width and length)

- All curb lines showing all pre-existing curb damage not called for replacement within the Work and shall include major cracks
- All driveways, steps, and curbs and curb ramps (both sides of street adjoining the project site)
- Fence and gate conditions
- Trees, ornamental shrubs, plantings/planter boxes and evidence of irrigation features
- Views of structures, both inside and adjacent to the project site and easements in areas where CONTRACTOR will be working within five (5) feet of said structure
- Other views as requested by the OWNER

3.4 CONSTRUCTION PROGRESS PHOTOGRAPHS

STREET, RIGHTS-OF-WAY OR WATER/WASTEWATER/STORMWATER PROJECTS

Construction Progress photos must be taken at least monthly showing the progress of the work for the month. Construction photographs of the same views taken during pre-construction photography must be taken during the progress of the Work and shall be submitted monthly with the Contractor's monthly progress payment application.

3.5. CONSTRUCTION PROGRESS PHOTOGRAPHS

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

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

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

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

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

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

3.6 POST CONSTRUCTION PHOTOGRAPHS

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

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date for receiving Bids except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Contractor shall employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing in accordance with the drawings.
 - 1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time Professional Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- C. Independent testing firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer. In the event of a conflict in the Contract Documents concerning sampling and testing frequency, the more stringent standard shall be enforced, unless otherwise approved by the Engineer.

1. Laboratory: Authorized to operate in State of Texas.
 2. Laboratory Staff: Maintain full-time Professional Engineer on staff to review services.
 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- D. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.
- E. Cooperate with independent testing firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
1. Notify Engineer and independent testing firm 48 hours before expected time for operations requiring services.
 2. Make arrangements with independent testing firm and pay for additional Samples and tests required for Contractor's use.
- F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent testing firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Independent Testing Firm Responsibilities:
1. Test Samples of mixes submitted by Contractor.
 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 3. Perform indicated sampling and testing of products according to specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 6. Perform additional tests required by Engineer.
 7. Attend preconstruction meetings and progress meetings.
- I. Material Testing Reports: After each test, Independent Testing Firm shall promptly submit two copies of testing reports to Engineer, Contractor, and other entities as directed, indicating observations and results of tests and compliance or noncompliance with Contract Documents. At a minimum, include the following information in testing reports:
1. Date issued.
 2. Project title and number.
 3. Name of inspector/testing technician.
 4. Date and time of sampling or inspection.
 5. Identification of product and Specification Section.
 6. Location in Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Compliance or noncompliance with Contract Documents.

11. Special observations, if any.

Submit final report indicating correction of Work previously reported as noncompliant.
Log all test results in an electronic spreadsheet for each test procedure and provide updated versions to Engineer at agreed upon time interval.

J. Limits on Independent Testing Firm:

1. Independent Testing Firm may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Independent Testing Firm may not approve or accept any portion of the Work.
3. Independent Testing Firm may not assume duties of Contractor.
4. Independent Testing Firm has no authority to stop the Work.

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Engineer.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 PRODUCTS - Not

Used PART 3 EXECUTION -

Not Used

END OF SECTION

Section 01500 — Temporary Facilities

PART 1 - GENERAL

- 1.1 Related Documents:
Drawings and general provisions of Contract, including General Conditions, Section C-700, and Division 1 requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

- 3.1 Office at the Work Site (Job Shack)

Not required.

- 3.2 Water for Construction

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

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

- 3.3 Telephone Service

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

3.4 Sanitary Facilities

CONTRACTOR shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing Work or furnishing services on the Project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet shall be furnished for each 20 employees. CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.

3.5 Protection of Public and Private Property

CONTRACTOR shall protect, shore, brace, support and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the CONTRACTOR's operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement/right-of-way. All replacements shall be made with new materials.

CONTRACTOR shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from the Work, whether by him or his Subcontractors. CONTRACTOR shall make satisfactory and acceptable arrangements with the owner of, or the agency having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.

All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

3.6 Tree and Plant Protection

All trees and other vegetation which must be removed to perform the Work shall be removed and disposed of by the CONTRACTOR; however, no trees or cultured plants shall be unnecessarily removed unless their removal is indicated on the Drawings. All trees and plants not removed shall be protected against injury from construction operations.

No tree shall be removed outside of permanent easement(s), except where authorized by the E/A. Whenever practicable, CONTRACTOR shall tunnel beneath trees in yards and parking lots when on or near the line of trenching operations. Hand excavations shall be employed as necessary to prevent injury to trees. Care shall be taken with exposed roots, unearthed during construction, so that roots do not dehydrate causing tree damage.

Trees considered by the E/A to have any significant effect on construction operations are indicated on the Drawings and those which are to be preserved are so indicated.

CONTRACTOR shall take extra measures to protect trees designated to be preserved, using methods shown on the Drawings and as specified in City of Austin Standard Specification Item No. 610S "Preservation of Trees and other Vegetation".

3.7 Security

CONTRACTOR shall be responsible for protection of the site, and all Work, materials, equipment, and existing facilities hereon, against vandals and other unauthorized persons.

No claim shall be made against OWNER by reason of any act of an employee or trespasser, and CONTRACTOR shall make good all damage to the OWNER's property resulting from CONTRACTOR's failure to provide security measures as specified.

Security measures shall be at least equal to those usually provided by OWNER to protect existing facilities during normal operations, and shall also include such additional security fencing, barricades, lighting, and other measures as required to protect the site. When required, the CONTRACTOR shall provide a security plan to the OWNER for review as to appropriateness of the security measures proposed.

3.8 Access Roads

CONTRACTOR shall establish and maintain temporary access roads to various parts of the site as required to complete the Project. Such roads shall be available for the use of all others performing Work or furnishing services in connection with the Project.

3.9 Parking

CONTRACTOR shall provide and maintain suitable parking areas for the use of all construction workers and others performing Work or furnishing services in connection with the Project, as required, to avoid any need for parking personal vehicles where they may interfere with public traffic, the OWNER's operations, or construction activities.

3.10 Dust Control

Dust Control during construction of this Project shall conform to City of Austin Standard Specifications Item No. 220S, "Sprinkling for Dust Control". No direct payment will be made for dust control. Dust Control shall be considered subsidiary work relating to various Bid items of the Contract.

3.11 Temporary Drainage Provisions

CONTRACTOR shall be responsible for providing for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the Work. CONTRACTOR shall obtain E/A approval for temporary drainage facilities which will handle, carry through, or divert around his Work all drainage flow, including storm flow and flows created by construction activity, to prevent silting of waterways or flooding damage to the property and adjacent property.

3.12 Erosion Control

CONTRACTOR shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations which will disturb the natural protection.

CONTRACTOR shall use controls as specified in the Storm Water Pollution Prevention Plan (SWPPP).

3.13 Pollution Control

CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and the substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures shall be taken by CONTRACTOR to prevent such materials from entering any drain or watercourse.

CONTRACTOR shall observe the rules and regulations of the State of Texas and agencies of the U.S. Government prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

CONTRACTOR is specifically cautioned that disposal of materials into any water of the State must conform to the requirements of the Texas Commission on Environmental Quality (TCEQ), and any applicable permit from the U.S. Army Corps of Engineers.

3.14 Noise Control

CONTRACTOR shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound level in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

3.15 CIP Sign

If required, CONTRACTOR shall erect install and maintain CIP signs as specified. Signs shall be constructed in accordance with detail provided in the Drawings.

3.16 Fences

All existing fences affected by the Work shall be maintained by the CONTRACTOR until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across any construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

Upon completion of the Work across any tract of land, CONTRACTOR shall restore all fences to preconstruction, or to a better, condition and to their preconstruction location.

3.17 Mail Boxes

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

3.18 Emergency Facilities

Free access shall be maintained at all times to fire lanes and emergency and utility control facilities such as fire hydrants, fire alarm boxes, police call boxes, and utility valves, manholes, junction boxes, etc. In the event that it is necessary to make one of these facilities temporarily

inaccessible, CONTRACTOR shall obtain approval of such action and schedule of Work from the OWNER. CONTRACTOR shall also provide at least 24 hours prior notice to the Fire Department, Police Department, and City Department governing the affected utility. The same Department(s) shall be promptly notified by the CONTRACTOR when such facilities are placed back in unobstructed service.

3.19 Notification of Owners

Unless otherwise indicated, the OWNER will notify property owners abutting the right-of-way of impending construction. The CONTRACTOR shall exercise diplomacy and tact with individual property owners.

3.20 Maintenance of Traffic

CONTRACTOR shall conduct his Work to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks whether public or private, the CONTRACTOR shall provide and maintain suitable safe bridges, detours or other temporary measures to accommodate public and private travel, and shall provide reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when CONTRACTOR has obtained written permission from the owner and the tenant of the private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point. A copy of the initial written permission shall be provided to the Owner's Representative.

Safety and conveyance of traffic shall be regarded as prime importance. Unless otherwise directed, all portions of streets associated with this Project shall be kept open and provided a dust free, smooth and comfortable ride to traffic. It shall be the responsibility of the CONTRACTOR to ensure that two-way traffic may safely bypass the construction site and that access is provided to abutting private property. In making open cut street crossings, the CONTRACTOR shall not block more than one-half of the street at one time without approval of the OWNER. Whenever possible, CONTRACTOR shall widen the shoulder on the opposite side to facilitate traffic control. Temporary surfacing shall be provided as necessary on shoulders.

Prior to beginning Work, CONTRACTOR shall designate, in writing, a competent person who will be responsible and available on the Project site, or in the immediate area, to ensure compliance with the traffic control plan. CONTRACTOR shall provide documentation to demonstrate the sufficient training in Traffic Control for his competent person. Owner will designate a qualified person to observe implementation and who will have authority to assure compliance with the traffic control plan.

The CONTRACTOR shall perform the necessary cleanup and finishing immediately after all or a portion of the Work is completed. When the Work includes paving operations, the entire site shall be kept clean to facilitate placement of required traffic control devices. Temporary and permanent striping lay-out shall be approved by the Transportation Department prior to placement, when included in the Work.

1. Detours

Where indicated on the traffic control plan CONTRACTOR shall erect and maintain detours around construction activities. Should CONTRACTOR desire to propose a detour, not already included in the traffic control plan, it shall be his responsibility to prepare a revised traffic control plan showing the detour, and obtain approval of the revised traffic control plan from the Transportation Department, prior to implementation of the detour. The Transportation

Department has final authority as to the acceptability of any proposed revisions to the traffic control plan. The CONTRACTOR shall bear all costs for revising the traffic control plan and for maintaining the proposed detour.

2. Barricades and lights

CONTRACTOR shall place and maintain in good condition, standard barricades at each end of the Project and at other locations where traffic is rerouted or blocked from using regular traffic lanes. Barricades and warning signs shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) and City of Austin Standard Specification Item No. 803S, "Barricades, Signs and Traffic Handling". Signs, barricades, and warning devices informing the public of construction features will be placed and maintained by the CONTRACTOR, who shall be solely responsible for their maintenance. The decision to use a particular device at a particular location as indicated in the traffic control plan or as determined by the CONTRACTOR, shall be the sole responsibility of the CONTRACTOR.

All open trenches and other excavations shall have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions, such as material piles and equipment shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and conduct of the Work on, or along side, public streets and highways shall cause a minimum obstruction and inconvenience of the traveling public.

3.21 Required Job Site Postings and Notices

CONTRACTOR shall post the following postings and notices in English and Spanish at one or more conspicuous locations on the job site. In the case of Projects with multiple sites, the notices and postings must be displayed at each site. In the case of Projects that do not have a job shack or other temporary facility on the site, CONTRACTOR shall post all notices on a temporary bulletin board. Other special conditions are noted below.

Required for all Projects	
Poster	Available at:
Texas Commission on Environmental Quality "Construction Site Notice" form, if applicable, as required o the required TPDES information	http://www.tceq.state.tx.us/assets/public/permitting/waterquality/attachments/stormwater/txr152d2.pdf
OSHA poster "JobSafety and Health: It's the Law"	http://www.osha.gov/Publications/osha3165.pdf (English) http://www.osha.gov/Publications/osha3167.pdf (Spanish)
Texas Payday Law Poster	http://www.twc.state.tx.us/ui/lablaw/II10.pdf (English) http://www.twc.state.tx.us/ui/lablaw/II10s.pdf (Spanish)
Texas Workers Compensation notice that the employer does or does not carry Workers Compensation insurance	Does not carry Workers Compensation Insurance: http://www.tdi.state.tx.us/forms/dwc/notice5.pdf (English) http://www.tdi.state.tx.us/forms/dwc/notice5s.pdf (Spanish) Does carry Workers Compensation Insurance: http://www.tdi.state.tx.us/forms/dwc/notice6.pdf (English)

<http://www.tdi.state.tx.us/forms/dwc/notice6s.pdf> (Spanish)

TWC Employer's Notification of the Ombudsman Program to Employees	http://www.oiec.state.tx.us/documents/Employer_Notice_of_O.pdf (both versions)
DOL — The Uniformed Services Employment and Reemployment Rights Act (USERRA)	http://www.dot.gov/vets/programs/userra/USERRA_Private.pdf
EEOC Equal Employment Act and the Americans with Disabilities Act (ADA)	http://www.dot.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf (English) http://www.dot.gov/ofccp/regs/compliance/posters/pdf/eeosp.pdf (Spanish)
Fair Labor Standards Act (FLSA) Minimum Wage Poster	http://www.dot.gov/whd/regs/compliance/posters/lisa.htm (English) http://www.dot.gov/whd/regs/compliance/posters/flspan.htm (Spanish)
If applicable: Employee Rights for Workers with Disabilities/Special Minimum Wage Poster — Employment Standards	http://www.dot.gov/whd/regs/compliance/posters/disabc.pdf http://www.dot.gov/whd/regs/compliance/posters/disabspanc3p.pdf
"Your Rights Under the Family and Medical Leave Act (FMLA)"	http://www.dot.gov/whd/regs/compliance/posters/fmlaen.pdf (English) http://www.dot.gov/whd/regs/compliance/posters/fmlasp.pdf (Spanish)
Additional Postings Required for Federally Funded Projects	
"Employee Rights Under the Davis-Bacon Act"	http://www.dot.gov/whd/regs/compliance/posters/fedprojc.pdf (English) http://www.dot.gov/whd/regs/compliance/posters/davispan.pdf (Spanish)
Applies to USDOT/FHWA funded projects: "Notice of False Statements Concerning Highway Projects"	http://www.mdt.mt.gov/publications/docs/forms/dbe/eeo_board/false_statements.pdf (as required in Section 00810A Standard Federal-Aid Assurances)
Applies to USDOT/FHWA funded projects; "Contractors EEO Policy"	N/A (as required in Section 00810A Standard Federal-Aid Assurances)

END OF SECTION

Section 01550 — Public Safety and Convenience

PART] - GENERAL

1.1 Related Documents:

Drawings and general provisions of Contract, including General Conditions, Section C-700, and Division 1 requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 General

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

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

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

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

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

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

3.2 Traffic Control

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

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

- 3.2.2 Throughout the life of the Contract, all existing roads and Traffic Control devices included in the Work shall be maintained by the CONTRACTOR to a condition, in the opinion of the OWNER, which is equal to or better than that which existed when Work commenced. Maintenance of existing roads and devices shall take priority over all other Work items and shall be subject to a seven-day-a-week, 24-hours-per-day time frame. The CONTRACTOR shall provide a smooth and safe riding surface for all vehicles along the route of this Project. This could include, but not be limited to, small cars, motorcycles, mopeds and bicycles. If the condition of the street surface deteriorates, for any reason, CONTRACTOR shall take necessary steps to insure immediate restoration.
- 3.2.3 During construction of streets, drainage, and utility projects, if conditions of existing street surface require maintenance to upgrade from their state when the Work began, a separate pay item may be included in Bid. Otherwise, maintenance work will not be paid for directly but will be considered subsidiary to various Bid items of this Contract.
- 3.2.4 In the event that CONTRACTOR fails, in opinion of OWNER, to maintain a smooth surface for public comfort, fails to provide ingress and egress to private property, and/or does not provide and maintain proper traffic control devices, OWNER may provide these services and deduct any cost thereof, including overtime and administrative expenses, from all estimates thereafter due the CONTRACTOR. Such action by the OWNER shall not relieve the CONTRACTOR of his liability to protect the public at construction site. Owner may also assess an investigation fee, as established by separate Fee Ordinance, for violations resulting in more than one deficiency report issued to Contractor.
- 3.2.5 A permit must be obtained from Texas Department of Transportation (TxDOT), prior to Work being performed on state highway routes passing through the City.
- 3.2.6 CONTRACTOR shall notify the Owner's Representative, Police Department, Fire Department, EMS, and Right of Way Management Division at least seven Calendar Days in advance of beginning proposed Work, with intention to close or partially block any street or any part thereof, or of any construction affecting free flow of traffic. The CONTRACTOR shall plan and adequately provide barricades and warning devices. The same parties shall be notified when normal traffic flow is restored.
- 3.2.7 Should the CONTRACTOR, in his operations, reduce an existing two-way roadway to less than 20 feet in width, CONTRACTOR shall provide a route through or around the narrowed area as approved by Owner or E/A.
- 3.2.8 The CONTRACTOR's Flaggers shall be required any time it is necessary for the CONTRACTOR's equipment to move into or across an open traffic lane, or at other such times as directed by the Owner's Representative. A flagger shall be utilized to aid exit of hauling equipment from open traffic lanes to the Work area, and entry of hauling equipment from Work area to open traffic lanes. Flaggers shall be dressed and conduct operations in accordance with Texas Manual on Uniform Traffic Control Devices and the Transportation Criteria Manual. Flagging operations shall be the sole responsibility of the CONTRACTOR.

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

- a. Appropriate temporary fences, barricades, and/or Metal Beam Guard Fence if required, for site work involving excavation, utility extensions, remote construction work or other circumstances involving safety of public or protection of the work in progress.
- b. Warning lights at open trenches, excavations, etc., during hours from dusk to dawn each day. Protection of structures, utilities, sidewalks, pavements, and other facilities immediately adjacent to excavations, from damages caused by settlement, lateral movement, undermining, washout and other hazards.

3.3 Spoil Disposal

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

3.4 Restoration

WATER AND WASTEWATER CONSTRUCTION REQUIREMENTS

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

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

3.5 Street Markers and Traffic Control Signs

It shall be responsibility of the CONTRACTOR to remove, preserve and reset, as required, Street Marker and Traffic Control Signs that are within construction limits to the line and heights as described in Texas Manual on Uniform Traffic Control Devices before any sidewalks or street excavation is begun. Signs shall not be laid on the ground. No payment will be made for this work but shall be considered subsidiary to the various Bid items. Any damage to signs or posts shall be paid for by the CONTRACTOR.

3.6 Burning Permit

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

The CONTRACTOR shall secure and pay for all burning permits.

3.7 Driveways

Unless otherwise indicated, the approach grade of existing driveways shall be modified as indicated and as directed by the Owner's Representative. The OWNER will contact property owners whose driveways require grade modification beyond street right-of-way and the OWNER

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

3.8 Removal or Relocation of Fences and Sprinkler Systems

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

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

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

END OF SECTION

SECTION 01552 –TEMPORARY TRAFFIC CONTROL

PART 1 GENERAL

1.1 SUMMARY

1. This Specification includes the general description of the “TEMPORARY TRAFFIC CONTROL” and the requirements of that plan. This specification applies to the furnishing of all labor, equipment, and materials and in performing all operations in connection with the “TEMPORARY TRAFFIC CONTROL” in accordance with the plans and these specifications, including TxDOT requirements.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

The work and materials as prescribed by this item will be paid on the following schedule:

- A. 50% of the bid value shall be paid when the traffic control plan is fully implemented, and all of the initial traffic control devices have been installed and are in working order.
- B. 25% of the value will be prorated for the installation and maintenance of traffic control devices during the course of construction as a percent of the total contract value.
- C. 25% will be paid at the completion of construction and all traffic control devices are removed from the site.

1.3 SUBMITTALS

- A. The contractor shall submit a “TRAFFIC CONTROL PLAN” or modifications to the plan provided in the construction documents prior to commencing construction. All plans must be in accordance with the Texas Manual of Uniform Traffic Control Devices requirements. If traffic control is located within TxDOT ROW, it must meet TxDOT requirements. No plan may be implemented until approved by the Engineer.

PART 2 PRODUCTS – Not used.

PART 3 EXECUTION

3.1 CONSTRUCTION METHODS

- A. The “TEMPORARY TRAFFIC CONTROL PLAN” and the installation of all devices should be continuously reviewed and updated to reflect the current stage of construction. The inspector may review minor changes; the engineer shall review major changes. The construction foreman shall provide the current “TEMPORARY TRAFFIC CONTROL PLAN” to the inspector upon request on the site at any time during the construction of the project.

END OF SECTION

Section 01700 — Project Closeout

PART] -GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and specifications of the Contract, including the General Conditions (Section C-700)
- B. Other Division 1 Specification Sections may apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
 - 1) Project completion
 - 2) Closeout Procedures
 - 3) Final Cleaning
 - 4) Adjusting
 - 5) Project Record Documents
 - 6) Operation and Maintenance Data
 - 7) Warranties
 - 8) Spare Parts and Maintenance Manuals
- B. Closeout requirements for specific construction activities may be included in the appropriate Sections elsewhere in the Specifications.

1.03 PROJECT COMPLETION

- A. See Section C-0700 — General Conditions

1.04 CLOSEOUT PROCEDURES

- A. CONTRACTOR shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for OWNER's inspection.
- 8. Provide certifications and submittals to OWNER that are required by other authorities.
- C. CONTRACTOR shall coordinate with OWNER's REPRESENTATIVE to perform a walk-through of the entire project and compose a punch list of all remaining items to be addressed.
- D. CONTRACTOR shall address all punch list items to the satisfaction of the OWNER, ENGINEER/ARCHITECT and OWNER's REPRESENTATIVE.
- E. ENGINEER/ARCHITECT shall prepare a concurrence letter certifying that the work was completed in accordance with the design plans and specifications.
- F. CONTRACTOR shall provide a Maintenance Bond in the amount of 10% of the final construction costs, expiring 2 years from the date of final completion. This requirement is in addition to the performance bond, which shall extend for one (1) year from the date of final completion.

- G. CONTRACTOR shall provide a “Contractor’s Affidavit of Final Bills Paid”. See Project Manual.
- H. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.05 FINAL CLEANING

- A. Execute final cleaning prior to final inspection and punch list completion.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- D. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- E. For Facility Projects, complete the following:
 - a. Interior
 - 1. Remove labels that are not permanent labels.
 - 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass.
 - 3. Clean exposed interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - 4. Wash washable surfaces of mechanical, electrical equipment and fixtures and replace filters, clean strainers on mechanical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - 5. Clean and polish finish hardware.
 - 6. Clean and polish tile and other glazed surfaces.
 - 7. Clean floors; wax and buff resilient tile. Clean vinyl or rubber base.
 - 8. Vacuum and/or dust walls, ceilings, lighting fixtures, ceiling diffusers and other wall and ceiling items.
 - 9. Remove defacements, streaks, fingerprints and erection marks.
 - b. Exterior
 - 1. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth, even-textured surface.
 - 2. Clean exposed exterior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances.
 - 3. Clean roofs, gutters and downspouts.
 - 4. Remove waste and surplus materials, rubbish and construction equipment and facilities from the site, and deposit it legally elsewhere.
 - 5. Clean transparent materials, including mirrors and glass indoors and windows. Remove glazing compounds and other substances that are

noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass.

1.06 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.07 PROJECT RECORD DOCUMENTS

- A. See Section 01300 — Submittals, Article 3.11 for more specifics on Record Drawing preparation
- 8. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - a. Contract Drawings
 - b. Specifications
 - c. Addenda
 - d. Change Orders and other Modifications to the Contract
 - e. Reviewed shop drawings, product data, and samples
- C. Store Record Documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed including the following:
 - a. Manufacturer's name and product model and number.
 - b. Product substitutions or alternates utilized.
 - c. Changes made by Addenda and Modifications.
- F. Record Documents and Shop Drawings: Legibly market Record Drawings actual construction including:
 - a. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
 - b. Field changes of dimension and detail.
 - c. Details not on original Contract Drawings.
- G. Submit documents to OWNER with claim for final Application for Payment.

1.08 OPERATION AND MAINTENANCE DATA

- A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the OWNER's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items
- B. Submit 4 sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, 3 D-side ring capacity expansion binders with durable plastic covers.
- C. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titling clearly printed under reinforced laminated plastic tabs.

- E. Contents: Prepare a Table of Contents for each volume with each product or system description identified; type on 24 pound white paper.
 - a. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer/Architect, Contractor, Subcontractors, and major equipment suppliers.
 - b. Part 2: Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of suppliers. Identify the following:
 - i. List of equipment
 - ii. Parts list for each component
 - iii. Maintenance instructions for equipment
 - c. Part 3: Project documents and certificates, including the following:
 - i. Shop drawings and product data
 - ii. Air and water balance reports
 - iii. Certificates
 - iv. Photocopies of warranties
- F. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection with ENGINEER/ARCHITECT comments. Revise content of documents as required prior to final submittal.
- G. Submit final volumes revised within 10 days after final inspection.

1.09 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in 3 D-side ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.10 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

END OF SECTION

Section 01700B - NON-USE OF ASBESTOS AFFIDAVIT
(CONTRACTOR AFTER CONSTRUCTION)

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

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

_____ O* _____ hereinafter known as CONTRACTOR.

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

"WHEREAS CONTRACTOR was awarded a Contract for, and was the Prime CONTRACTOR for the

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

1. The CONTRACTOR, any person, firm or organization representing or represented by the CONTRACTOR, or employed by the CONTRACTOR has not caused or allowed any material to be incorporated into the construction of the Project, or allowed any building material on the Project that is an asbestos containing material or any other material defined as containing asbestos by any laws, rules or regulation promulgated by the United States Government, the State of Texas or any governmental organization or agency operating under the authority of either of those entities.
2. Realizing that there were some materials in which a satisfactory non-asbestos containing material could not be obtained, the Consultant received prior approval from the OWNER before specifying any such asbestos containing material. Those approved materials were the only asbestos containing materials incorporated into the construction of the Project and are listed below, with their locations:

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

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

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

Notary's Acknowledgement

STATE OF TEXAS
COUNTY OF
BASTROP

Before me, the undersigned authority, on this day personally appeared _____, who first being duly sworn by me to be the
(Name)
person whose name is subscribed to the foregoing Nonuse of Asbestos Affidavit, acknowledged that he/she has the authority to make this Nonuse of Asbestos Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20_____

Notary Public, State of Texas

Printed Name of Notary

My Commission Expires: _____

Austin TX Standard Specification
SERIES 600 ENVIROMENTAL ENHANCEMENT

ITEM NO. 604S Seeding and Erosion Control

604S.7 - Hydromulch

Hydromulch may be used to help prevent soil erosion until final stabilization is achieved. Hydromulch shall be used to cover broadcasted seeds, especially in sunny, open areas, to protect them from drying out during germination.

Refer to ECM Section 1.4.7 for hydromulching applications.

Source: [Rule No. R161-14.29, 12-30-2014](#); [Rule No. R161-21.12](#), 6-17-2021.

604S.8 - Management Practices

Management Practices include (1) weed management (pesticide application or mechanical removal) to so than 90 percent of the revegetation area is free of weeds listed in Table 3, and (2) reseeding areas of poor germination to achieve coverage and height per [604S.9](#), with no bare areas greater than 10 s.f.

Ninety (90) percent of a permanent revegetation area must be free of weeds listed in Table 3. Weeds shall be controlled in the most efficient manner possible. Management of weed species should begin early in the project, before seeding for permanent control, and extend into plant establishment, especially for perennial weeds. Manual removal or application of an appropriate herbicide may be required after the initial seeding if emergence of an annual weed species threatens establishment of sufficient preferred plant cover. Disturbance due to weed management after the initial seeding may necessitate re-seeding of the area to establish sufficient preferred plant coverage. Care should be taken to temporarily stabilize areas where physical removal of weeds has been performed to prevent erosion and sediment runoff.

The entire root system of perennial weeds shall be removed to prevent re-sprouting. Weeds may be controlled with an approved contact, systemic herbicide, provided the product is used with appropriate care and is applied in accordance with label instructions and the following guidelines:

1. Herbicide shall not be applied when the wind is greater than 8 mph (12.9 kph),
2. Herbicide shall not be applied when rainfall is expected within 24 hours,
3. Herbicide shall not contact surface water, i.e. creeks, rivers, and lakes,
4. Herbicide shall not contact desirable vegetation (a wicking method shall be used, if necessary, to accurately contact target weed only during application).

The Landscape Architect, Engineer or designated representative shall be consulted to determine appropriate weed control management when weeds are located in an environmentally sensitive location (e.g. near water or adjacent to a critical environmental feature).

At locations that fail to show an acceptable stand of planting for any reason during the

initial seeding, repair and/or reseed locations as determined by the Landscape Architect, Engineer or designated representative. A successful stand of grasses and forbs for erosion control should exhibit the following:

- Seedlings with vigorous green foliage;
- Green leaves remaining throughout the summer, at least at the plant bases;
- Uniform density, with grasses and/or forbs well intermixed;
- Minimum of 95% cover; and
- No exposed soil greater than 10 s.f. in aerial extent.

The Contractor shall meet the requirements of the initial seeding, including seeding method, seed mix, and application rates, unless otherwise agreed to in writing by the Owner. Corrected deficiencies will be re-inspected and approved by the Owner, and final acceptance will be granted upon satisfactory completion.

Source: [Rule No. R161-14.29, 12-30-2014](#); [Rule No. R161-15.14, 1-4-2016](#).

604S.9 - Measurement

Work and acceptable material for Seeding for Erosion Control will be measured by the square yard (meter: 1 meter equals 1.196 square yards) or by the acre (hectare: 1 hectare equals 2.471 acres), complete in place so that all areas of a site that rely on vegetation for stability must be uniformly vegetated with a minimum of 95 percent total coverage for the non-native or native mixes. Bare areas shall not exceed 16 square feet (1.5 square meters), and the average height of vegetation shall stand at a minimum of 1½ inch (40 millimeters). Ninety (90) percent of the re-vegetated area, whether native or non-native re-vegetation, must be free of weeds listed in Table 3. Bare areas greater than 10 s.f. shall be re-prepared and reseeded as required to develop an acceptable stand of plant material.

Source: [Rule No. R161-14.29, 12-30-2014](#); [Rule No. R161-15.14, 1-4-2016](#).

Special Specification 701

Old Iron Bridge Electrical Modifications



1. DESCRIPTION

Construct upgrades to an existing old iron bridge as shown on the plans. The existing conduit and wire on the old iron bridge will need to be demolished.

- Complete lighting installation as shown on plans
- Complete receptacle installation as shown on plans
- Complete installation of (2) two new panels and racks
- Complete demolition of existing receptacles, lighting, and conduit and wire.

Provide materials and equipment for the electrical modifications that have a warranty against defects in workmanship and materials for a period of 12 months after the project final completion.

2. SUBMITTAL

2.1. **Submittal of Equipment, Materials and Details.** Submit the following items to the Engineer for approval before using on this project. Submit shop drawings in Adobe format through email to the Engineer for review.

2.1.1. **Detailed Shop Drawing.** Submit for fabricated equipment and fixtures relating to but not limited to site work, and electrical.

2.1.2. **Electrical.** Submit certified manufacturer's outline dimensioned drawings, brochures, and descriptive bulletins of equipment to be used. Include scaled layouts of replacement electrical equipment and location. Submit shop prints for the fabricated items as required.

2.1.3. **Piping, Fittings, Couplings, Valves, Supports, Appurtenances, etc.** Submit detailed fabrication drawings, and manufacturer's brochures and specifications as required.

2.1.4. **Electrical and Control Equipment.** Submit manufacturer's brochures and installation drawings for control panels and electrical and control items.

2.1.5. **Site Work Items.** Provide detailed fabrication drawings, and manufacturer's brochures and specifications as required for fencing and site work items.

2.2. **Approval.** Upon approval of the above items, the Contractor may proceed with construction to the lighting and power systems or any portion thereof pertaining to approved items.

If an approved item requires dimensional changes or alterations of the project plans, prepare at no expense to the City of Bastrop, the necessary plans and submit them electronically to the Engineer for approval. Upon approval, proceed with that portion of the work affected by the change.

No changes are permitted in the list of equipment or shop drawings once approved, unless authorized in writing by the Engineer. Approved equipment and drawings constitute final plans for construction of the facility. Approval in no way relieves the Contractor or equipment suppliers of any responsibilities described elsewhere in these specifications.

Operation Manuals. Upon determination of the equipment to be used in this station and before final acceptance of this project, furnish to the Engineer 3 manuals each containing the following:

- All portions of data required for approval of all of the equipment and components installed. Drawings will be "as built." Include complete lubrication, operation manual, service, maintenance instructions, and parts lists.
- Complete sequence and description in full of operating instructions, noting precautions.
- Parts list for each item of mechanical and electrical equipment supplied on this contract. Bound copies of warranties and guarantees with dates of expiration, also names and addresses of persons providing warranties and guarantees.

2.3. **Control Schematic Diagrams.** Furnish 11 in. x 17 in. diagrams, laminated with clear plastic, showing in detail each circuit of the control devices with each wire individually numbered. Upon approval by the Engineer, install the laminated diagrams on the wall of the building in a frame as directed by the Engineer.

3. CONSTRUCTION

3.1 Electrical Demolition.

1.01 REFERENCES

- A. Temporary wiring of systems to maintain operation of facilities while undergoing modifications and demolition shall be provided in accordance with:
 1. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), No. 70 - National Electrical Code (NEC), Article No. 590 - Temporary Installations

1.02 SUBMITTALS

- A. Annotate existing drawings to sequence the demolition of systems, equipment removal and temporary hook-ups.
- B. Schedule with City Engineer for required shutdowns to accommodate system demolition and installation of temporary facilities.

1.03 QUALITY ASSURANCE

- A. Verify field measurements and circuiting arrangements as shown on Drawings.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition requirements are based on casual field observation and existing record documents. Report discrepancies to City Engineer before disturbing existing installation.
- D. By beginning demolition, installer accepts existing conditions and warrants that he will maintain service to equipment and items not scheduled or indicated for removal, and that he will return to the City all items and systems in good operating condition.
- E. Not all demolition activities and/or requirements are illustrated on the Drawings. In general, the descriptions provided in these specifications shall supplement what is illustrated on the Drawings.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual Sections.

2.02 DESIGN AND CONSTRUCTION

- A. The temporary electrical wiring and facilities shall be designed and constructed in strict compliance with NEC - Article No. 590.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Disconnect as required all electrical/instrumentation/control systems in walls, floors, and ceilings scheduled for removal.
- B. Coordinate utility service outages with Utility Company to provide continuous service to operating equipment.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits use personnel experienced in such operations.

3.02 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Demolish all existing electrical system components at the facility that are not made a part of the proposed facilities. This includes the electrical service, control panels, conduit and wire both above and below ground, lighting panels, lighting, transformers, etc.

3.03 DISPOSAL AND SALVAGE

- A. Salvage electrical and instrumentation equipment removed from existing facilities for reuse as applicable.
- B. Material and equipment which can be reused or salvaged remains the property of the City of Galveston unless specifically indicated in the Specifications or Drawings or as designated by the City Engineer.
- C. Materials and equipment which cannot be reused or salvaged will be removed and disposed of by the Contractor.

3.04 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement

4.2

Coordination.

1.01 SCOPE

- A. The contractor shall furnish short-circuit and protective device coordination studies as prepared by the manufacturer of the associated combination of switchgear components.
- B. The contractor shall furnish an Arc Flash Hazard Analysis Study per the requirements set forth in the current version of NFPA 70E -Standard for Electrical Safety in the Workplace. The arc flash hazard analysis shall be performed according to the IEEE Standard 1584 – 2002, the IEEE Guide for Performing Arc-Flash Calculations.
- C. The scope of the studies shall include all switchgear components provided – low voltage automatic transfer switchgear, low voltage switchgear, lighting panels, control panels and the motor control center.

1.02 RELATED SECTIONS

- A. Drawings and general provisions of the Contract.

1.03 REFERENCES

- A. Institute of Electrical and Electronics Engineers, Inc. (IEEE):

1. IEEE 141 – Recommended Practice for Electric Power Distribution for Industrial Plants
2. IEEE 242 – Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems
3. IEEE 399 – Recommended Practice for Industrial and Commercial Power Systems Analysis
4. IEEE 241 – Recommended Practice for Electric Power Systems in Commercial Buildings
5. IEEE 1015 – Recommended Practice for Applying Low-Voltage Circuit Breakers Used in Industrial and Commercial Power Systems.
6. IEEE 1584 – Guide for Performing Arc-Flash Hazard Calculations
7. IEEE C37.41 – Design Tests for High-Voltage Fuses and Accessories

B. American National Standards Institute (ANSI):

1. ANSI C57.12.00 – Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers
2. ANSI C37.13 – Standard for Low-Voltage AC Power Circuit Breakers Used in Enclosures
3. ANSI C37.010 – Standard Application Guide for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis

C. The National Fire Protection Association (NFPA)

1. NFPA 70 -National Electrical Code, latest edition
2. NFPA 70E – Standard for Electrical Safety in the Workplace

1.04 SUBMITTALS FOR REVIEW/APPROVAL

- A. The studies shall be submitted to the Engineer prior to receiving final approval of the associated switchgear component submittals and/or prior to release of equipment drawings for manufacturing. If formal completion of the study may cause delays in equipment shipments, approval from the Engineer may be obtained for a preliminary submittal of data to ensure that the selection of device ratings and characteristics will be satisfactory to properly select the distribution equipment. The formal study shall be provided to verify preliminary findings.

1.05 SUBMITTALS FOR CONSTRUCTION

- A. The results of the short-circuit, protective device coordination and arc flash hazard analysis studies shall be summarized in a final report. This report shall be submitted for approval. A minimum of five (5) bound copies of the complete final report shall be submitted. Each of the reports shall be provided with an independently bound volume containing the computer printout of the short-circuit input and output data. Electronic PDF copies of the report shall be provided. These electronic reports shall also be provided with electronic copies of the rdb values.

- B. The report shall include the following sections:

1. Executive Summary including Introduction, Scope of Work and Results/Recommendations.
2. Short-Circuit Methodology Analysis Results and Recommendations
3. Short-Circuit Device Evaluation Table
4. Protective Device Coordination Methodology Analysis Results and Recommendations

5. Protective Device Settings Table
6. Time-Current Coordination Graphs and Recommendations
7. Arc Flash Hazard Methodology Analysis Results and Recommendations including the details of the incident energy and flash protection boundary calculations, along with Arc Flash boundary distances, working distances, Incident Energy levels and Personal Protection Equipment levels.
8. Arc Flash Labeling section showing types of labels to be provided. Section will contain descriptive information as well as typical label images.
9. One-line system diagram that shall be computer generated and will clearly identify individual equipment buses, bus numbers used in the short-circuit analysis, cable and bus connections between the equipment, calculated maximum short-circuit current at each bus location, device numbers used in the time-current coordination analysis, and other information pertinent to the computer analysis.

1.06 QUALIFICATIONS

- A. The short-circuit, protective device coordination and arc flash hazard analysis studies shall be conducted under the responsible charge and approval of a Registered Professional Electrical Engineer skilled in performing and interpreting the power system studies.
- B. The Registered Professional Electrical Engineer shall be an employee of the equipment manufacturer or an approved engineering firm.
- C. The Registered Professional Electrical Engineer shall have a minimum of five (5) years of experience in performing power system studies. Documentation of this experience shall be provided.
- D. The Registered Professional Electrical Engineer shall demonstrate experience with Arc Flash Hazard Analysis for similar arrangements of switchgear by submitting names of at least ten actual arc flash hazard analyses performed in the past five years.
- E. The Registered Professional Engineer or the associated engineering firm shall have a minimum of twenty-five (25) years' experience in performing power system studies.

1.07 COMPUTER ANALYSIS SOFTWARE

- A. The studies shall be performed using the ETAP software program.

PART 2 PRODUCT

2.01 STUDIES

- A. The contractor shall furnish an Arc Flash Hazard Analysis Study per NFPA 70E - Standard for Electrical Safety in the Workplace, reference Article 130.3 and Annex D. This study shall also include short-circuit and protective device coordination studies. All studies to be prepared by the manufacturer of the combined switchgear package.

2.02 DATA

- A. Contractor shall furnish all data as required for the power system studies. The Engineer performing the short-circuit, protective device coordination and arc flash hazard analysis studies shall furnish the Contractor with a listing of required data immediately after award of the contract. The Contractor shall expedite collection of the data to assure completion of the studies as required for final approval of the distribution equipment shop drawings and/or prior to the release of the equipment for manufacturing.
- B. Source combination shall include present and future motors and generators.
- C. Load data utilized shall include proposed and future loads obtained from Contract Documents.

- D. If applicable, include fault contribution of existing motors in the study. The Contractor shall obtain required existing equipment data, if necessary, to satisfy the study requirements.

2.03 SHORT-CIRCUIT ANALYSIS

- A. Transformer design impedances shall be used when test impedances are not available.
- B. Provide the following:
 - 1. Calculation methods and assumptions
 - 2. Selected base per unit quantities
 - 3. One-line diagram of the system being evaluated that clearly identifies individual equipment buses, bus numbers used in the short-circuit analysis, cable and bus connections between the equipment, calculated maximum short-circuit current at each bus location and other information pertinent to the computer analysis
 - 4. The study shall include input circuit data including electric utility system characteristics, source impedance data, conductor lengths, number of conductors per phase, conductor impedance values, insulation types, transformer impedances and X/R ratios, motor contributions, and other circuit information as related to the short-circuit calculations.
 - 5. Tabulations of calculated quantities including short-circuit currents, X/R ratios, equipment short-circuit interrupting or withstand current ratings and notes regarding adequacy or inadequacy of the equipment rating.
 - 6. Results, conclusions, and recommendations. A comprehensive discussion section evaluating the adequacy or inadequacy of the equipment must be provided and include recommendations as appropriate for improvements to the system.
- C. For solidly grounded systems, provide a bolted line-to-ground fault current study for applicable buses as determined by the engineer performing the study.
- D. Protective Device Evaluation:
 - 1. Evaluate equipment and protective devices and compare to short circuit ratings.
 - 2. Adequacy of switchgear, motor control centers, and panelboard bus bars to withstand short-circuit stresses.
 - 3. Through the General Contractor the Registered Professional Electrical Engineer shall notify the Owner in writing of any circuit protective devices improperly rated for the calculated available fault current. Since all equipment required by this Project is new and is being furnished by the manufacturer responsible for this spectrum of studies it is stated that should changes in the rating of any equipment be required that it shall be included as a part of the Bid Price of the Project. All such changes shall be handled during the bidding period for the Project by formally submitting questions and/or recommendations as to the required changes that are required. Again, this is emphasized as a manner of finalizing all such changes so the cost of such changes can be made a part of the Bid Price for the Project.

2.04 PROTECTIVE DEVICE TIME-CURRENT COORDINATION ANALYSIS

- A. Protective device coordination time-current curves (TCC) shall be displayed on log-log scale graphs.
- B. Include on each TCC graph, a complete title with descriptive device names.
- C. Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which the device is exposed.

- D. Identify the device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.
- E. Plot the following characteristics on the TCC graphs, where applicable:
 - 1. Electric utility's overcurrent protective device
 - 2. Medium voltage equipment overcurrent relays
 - 3. Medium and low voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands
 - 4. Low voltage equipment circuit breaker trip devices, including manufacturer's tolerance bands
 - 5. Transformer full-load current, magnetizing inrush current, and ANSI through-fault protection curves
 - 6. Medium voltage conductor damage curves
 - 7. Ground fault protective devices, as applicable
 - 8. Pertinent motor starting characteristics and motor damage points, where applicable
 - 9. Pertinent generator short-circuit decrement curve and generator damage point
 - 10. The largest feeder circuit breaker in each motor control center and applicable panelboard.
- F. Provide adequate time margins between device characteristics such that selective operation is provided, while providing proper protection.
- G. Provide the following:
 - 1. A one-line diagram shall be provided which clearly identifies individual equipment buses, bus numbers, device identification numbers and the maximum available short-circuit current at each bus when known.
 - 2. A sufficient number of log-log plots shall be provided to indicate the degree of system protection and coordination by displaying the time-current characteristics of series connected overcurrent devices and other pertinent system parameters.
 - 3. Computer printouts shall accompany the log-log plots and will contain descriptions for each of the devices shown, settings of the adjustable devices, and device identification numbers to aid in locating the devices on the log-log plots and the system one-line diagram.
 - 4. The study shall include a separate, tabular printout containing the recommended settings of all adjustable overcurrent protective devices, the equipment designation where the device is located, and the device number corresponding to the device on the system one-line diagram
 - 5. A discussion section which evaluates the degree of system protection and service continuity with overcurrent devices, along with recommendations as required for addressing system protection or device coordination deficiencies.
 - 6. As noted above, the Registered Professional Electrical Engineer and/or the associated engineering firm or switchgear manufacturer shall notify the Engineer in writing of any significant deficiencies in protection and/or coordination. Provide recommendations for improvements. As noted above all changes required shall be made during the bidding period. If such changes are not recommended during the bidding period, then the switchgear manufacturer shall be responsible for paying for providing, installing and testing all additional equipment required at no additional cost to the Project.

2.05 ARC FLASH HAZARD ANALYSIS

- A. The arc flash hazard analysis shall be performed according to the IEEE 1584 equations that are presented in NFPA70E-2009, Annex D. The arc flash hazard analysis shall be performed in conjunction with the short-circuit analysis (Section 2.03) and the protective device time-current coordination analysis (Section 2.04)

- B. The flash protection boundary and the incident energy shall be calculated at significant locations in the electrical distribution system (switchboards, switchgear, motor control centers, panelboards, busway and splitters) where work could be performed on energized parts.
- C. Circuits 240V or less fed by a single transformer rated less than 125 kVA may be omitted from the computer model and will be assumed to have a hazard risk category 0 per NFPA 70E.
- D. Working distances shall be based on IEEE 1584. The calculated arc flash protection boundary shall be determined using those working distances.
- E. When appropriate, the short circuit calculations and the clearing times of the phase overcurrent devices will be retrieved from the short-circuit and coordination study model. Ground overcurrent relays should not be taken into consideration when determining the clearing time when performing incident energy calculations
- F. The short-circuit calculations and the corresponding incident energy calculations for multiple system scenarios must be compared and the greatest incident energy must be uniquely reported for each equipment location in a single table. Calculations must be performed to represent the maximum and minimum contributions of fault current magnitude for normal and emergency operating conditions. The minimum calculation will assume that the utility contribution is at a minimum. Conversely, the maximum calculation will assume a maximum contribution from the utility. Calculations shall take into consideration the parallel operation of synchronous generators with the electric utility, where applicable as well as any stand-by generator applications. The Arc-Flash Hazard Analysis shall be performed utilizing mutually agreed upon facility operational conditions, and the final report shall describe, when applicable, how these conditions differ from worst-case bolted fault conditions.
- G. The incident energy calculations must consider the accumulation of energy over time when performing arc flash calculations on buses with multiple sources. Iterative calculations must consider the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors should be decremented as follows:
 - 1. Fault contribution from induction motors should not be considered beyond 5 cycles.
- H. For each piece of ANSI rated equipment with an enclosed main device, two calculations shall be made. A calculation shall be made for the main cubicle, sides, or rear; and shall be based on a device located upstream of the equipment to clear the arcing fault. A second calculation shall be made for the front cubicles and shall be based on the equipment's main device to clear the arcing fault. For all other non-ANSI rated equipment, only one calculation shall be required, and it shall be based on a device located upstream of the equipment to clear the arcing fault.
- I. When performing incident energy calculations on the line side of a main breaker (as required per above), the line side and load side contributions must be included in the fault calculation.
- J. Improper coordination shall be checked amongst all devices within the branch containing the immediate protective device upstream of the calculation location and the calculation shall utilize the fastest device to compute the incident energy for the corresponding location.
- K. Arc Flash calculations shall be based on actual overcurrent protective device clearing time. A maximum clearing time of 2 seconds shall be used based on IEEE 1584-2002 section B.1.2. Where it is not physically possible to move outside of the flash protection boundary in less than 2 seconds during an arc flash event, a maximum clearing time based on the specific location shall be utilized.
- L. Provide the following:
 - 1. Results of the Arc-Flash Hazard Analysis shall be submitted in tabular form, and shall include device or bus name, bolted fault and arcing fault current

- levels, flash protection boundary distances, working distances, personal-protective equipment classes and AFIE (Arc Flash Incident Energy) levels.
- 2. The Arc-Flash Hazard Analysis shall report incident energy values based on recommended device settings for equipment within the scope of the study.
- 3. The Arc-Flash Hazard Analysis may include recommendations to reduce AFIE levels and enhance worker safety.

PART 3 EXECUTION

3.01 FIELD ADJUSTMENT

- A. Contractor shall adjust all relay and protective device settings according to the recommended settings table provided by the coordination study. Field adjustments shall be completed by the switchgear manufacturer.
- B. Contractor shall make all modifications to the equipment as required to accomplish conformance with short circuit and protective device coordination studies.
- C. Square D shall notify Owner in writing of any required major equipment modifications.

3.02 ARC FLASH LABELS

- A. The Registered Professional Electrical Engineer or the associated engineering entity shall provide a 4.0 in. x 4.0 in. Brady thermal transfer type label of high adhesion polyester for each work location analyzed.
- B. The labels shall be designed according to the following standards:
 - 1. UL969 – Standard for Marking and Labeling Systems
 - 2. ANSI Z535.4 – Product Safety Signs and Labels
 - 3. NFPA 70 (National Electric Code) – Article 110.16
- C. The label shall include the following information:
 - 1. System Voltage
 - 2. Flash protection boundary
 - 3. Personal Protective Equipment category
 - 4. Arc Flash Incident energy value (cal/cm²)
 - 5. Limited, restricted, and prohibited Approach Boundaries
 - 6. Study report number and issue date
- D. Labels shall be printed by a thermal transfer type printer, with no field markings.
- E. Arc flash labels shall be provided for equipment as identified in the study and the respective equipment access areas per the following:
 - 1. Floor Standing Equipment - Labels shall be provided on the front of each individual section. Equipment requiring rear and/or side access shall have labels provided on each individual section access area. Equipment line-ups containing sections with multiple incident energy and flash protection boundaries shall be labeled as identified in the Arc Flash Analysis table.
 - 2. Wall Mounted Equipment – Labels shall be provided on the front cover or a nearby adjacent surface, depending upon equipment configuration.
 - 3. General Use Safety labels shall be installed on equipment in coordination with the Arc Flash labels. The General Use Safety labels shall warn of general electrical hazards associated with shock, arc flash, and explosions, and instruct workers to turn off power prior to work.
- F. Labels shall be field installed by the Registered Professional Electrical Engineer or a representative of the associated engineering firm. The technician providing the

installation shall have completed an 8-hour instructor led Electrical Safety Training Course with includes NFPA 70E material including the selection of personal protective equipment. Documentation of compliance with these criteria shall be included as a submittal.

4.3

Conduit

1.01 SECTION INCLUDES

- A. Conduit, fittings, and bodies.

1.02 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI C 80.1 – Electrical Rigid Steel Conduit - Zinc Coated.
 - 2. ANSI/NEMA FB 1 – Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
- B. Federal Specifications:
 - 1. A-A-50563 B - Conduit Outlet Boxes, Bodies, and Entrance Caps, Electrical: Cast Metal.
 - 2. W-C-1094 A - Conduit and Conduit Fittings, Plastic, Rigid.
 - 3. A-A-55810 A – Conduit, Metal, Flexible.
- C. National Electrical Manufacturers Association (NEMA):
 - 1. NEMA RN 1 - Polyvinyl-Chloride Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
 - 2. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit (EPC-40 and EPC-80).
 - 3. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.
- D. National Fire Protection Association (NFPA), ANSI/NFPA 70 - National Electrical Code (NEC).
- E. Underwriters' Laboratories (UL):
 - 1. UL 1 - Flexible Metal Electrical Conduit.
 - 2. UL 6 – Electrical Rigid Metal Conduit - Steel.
 - 3. UL 514 B - Conduit, Tubing, and Cable Fittings.
 - 4. UL 651 - Schedule 40, 80, Type EB, and A Rigid PVC Conduit and Fittings.
 - 5. UL 651 A - Type EB and A Rigid PVC Conduit and HDPE Conduit.
 - 6. UL 1203 - Explosionproof and Dust-Ignition Proof Electrical Equipment for Use in Hazardous (Classified) Locations.
- F. 2020 National Electrical Code

1.03 SUBMITTALS

- A. Make submittals following Section 01330 - Submittal Procedures:
 - 1. Manufacturer's cut sheets, catalog data.
 - 2. Installation, terminating and splicing procedure.
 - 3. Instruction for handling and storage.
 - 4. Dimensions and weight of products.
 - 5. Code compliance certificates.

6. Conformance certificate.

1.04 QUALITY ASSURANCE

- A. Rigid steel conduit shall pass the bending, ductility, and thickness of zinc coating tests described by ANSI C 80.1.
- B. Flexible conduit shall pass the tension, flexibility, impact, and zinc coating test described by UL 1.
- C. Nonmetallic conduit and fittings shall pass the test requirements of NEMA TC 2, UL 651 and 651 A and Federal Specification W-C-1094 A.

1.05 DELIVERY STORAGE AND HANDLING

- A. Package conduit in 10-foot bundles maximum with conduit and coupling thread protectors suitable for indoor and outdoor storage. Package fittings in manufacturer's standard quantities and packaging suitable for indoor storage. Package plastic-coated rigid conduit, fittings, and bodies in such a manner as to protect the coating from damage during shipment and storage.
- B. Store conduit above ground on racks to prevent corrosion and entrance of debris.
- C. Protect plastic conduit from sunlight.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Rigid Steel Conduit:
 - 1. Allied Tube and Conduit.
 - 2. Triangle Wire and Cable, Inc.
 - 3. Wheatland Tube Company.
- B. PVC Coated Steel Conduit:
 - 1. Occidental Coating Company (O-Cal Blue).
 - 2. Robroy Industries, Inc.
 - a. Rob-Roy Red
 - b. Plasti-Bond Red
 - c. Perma-Cote Green
- C. PVC Rigid Conduit:
 - 1. Cantex.
 - 2. Carlon Industries, Inc.
- D. Conduit Fittings and Bodies:
 - 1. Appleton Electric.
 - 2. Crouse-Hinds.
 - 3. Killark Electric Manufacturing Company.
 - 4. O-Z/Gedney.
- E. Liquidtight Flexible Conduit:
 - 1. Anamet, Inc.
 - 2. Electriflex Company.

3. Triangle Wire and Cable, Inc.

2.02 MATERIALS AND EQUIPMENT

- A. Design Conditions. Use electrical conduit, fittings, and bodies designed for service in areas as specified in Section 16010 - Basic Electrical Requirements and this section to form a continuous support system for power, control, and instrument cables or any combination thereof.
- B. Conduit and Fittings:
 - 1. Rigid Steel Conduit and Fittings.
 - a. Rigid steel conduit and rigid steel conduit bends, nipples, and bodies shall be hot-dipped galvanized and shall comply with the latest ANSI C 80.1, UL 6, and NEC Article 344.
 - b. Mild steel tubing shall be used for conduit, nipples, and couplings, and shall be free of defects on both the inner and outer surfaces.
 - c. Fittings and bodies and covers for rigid steel conduit shall be steel or cast-iron and shall comply with ANSI/NEMA FB 1, UL 514 B, and Federal Specification A-A-50563 B. All fittings shall be Form 8. All covers for conduit fittings shall be attached using stainless steel screws. Wedge fitting type conduit covers shall not be used.
 - 2. PVC-Coated Rigid Steel Conduit and Fittings
 - a. PVC-coated conduit, fittings, bodies, and covers shall conform to NEMA RN 1 (Type A). Rigid steel galvanized conduit and fittings shall conform to ANSI C 80.1. PVC-coated rigid metal conduit must be UL listed with PVC as the primary corrosion protection. Conduit bodies shall conform to UL 514 B and Federal Specification A-A-50563 B. PVC-coated fittings for general service locations must be UL listed with the PVC as the primary corrosion protection. Provide sufficient coating for touch-up after installation.
 - b. PVC-coated couplings shall be of the ribbed type.
 - c. Condulet covers shall have encapsulated stainless steel thumb screws – no wedge clip type closures.
 - d. Condulets and covers shall be of malleable iron or ferroalloy material before coating. All fittings shall be Form 8. All covers shall be attached as required for rigid galvanized steel conduit.
 - e. Urethane coating shall be a minimum of 2 mil thickness on the interior of the conduit and the interior of fittings, condulets, covers, and bodies.
 - 3. Flexible and Liquidtight Flexible Metal Conduit and Fittings
 - a. Use liquidtight flexible metal conduit manufactured in accordance with UL 1 and Federal specification A-A-55810 A.
 - b. Fittings used with liquidtight flexible metal conduit shall be the PVC-coated type. Thoroughly ground the conduit to the fittings and through the fittings to the box or enclosure to which it is attached.
 - c. Flexible couplings and fittings for use in hazardous areas shall comply with UL 1203, NEC Article 501.10 (a&b), and Federal Specification A-A-50563 B.
 - 4. PVC Conduit and Fittings. Use PVC conduit, bends, and fittings, which comply with NEMA TC 2, W-C1094 A, and NEC Article 352.10 for above ground and

underground installation. Conduit shall be Schedule 40 in the horizontal runs of underground conduit banks.

PART 3 EXECUTION

3.01 PREPARATION

- A. Ensure that the conduit system to be installed is sized properly for the cable and wire requirements.
- B. Verify the actual physical conduit route from the conduit plan drawings and prepare the conduit support system.
- C. Verify the equipment locations to which the conduit will be connected and determine detail requirements for connections.

3.02 INSTALLATION

- A. Install rigid galvanized steel conduit and fittings in all outdoor locations, inside valve vaults and wet wells, lift station dry pits, areas that are not air-conditioned, and in all other corrosive and wet environments, except as noted otherwise. Install PVC-coated conduit in strict accordance with manufacturer's instructions. Use installers certified by the manufacturer.
- B. Install PVC conduits in reinforced duct banks or encased in concrete slabs (Schedule 40).
- C. Install PVC coated rigid galvanized steel conduit for all underground bends greater than thirty (30) degrees, all vertical risers from the underground conduit bank to above grade, all spare conduit extensions, and all conduit penetrations through finished grade, concrete slabs, concrete sidewalks, etc. This PVC coated rigid galvanized steel conduit shall extend no less than one (1) foot above finished grade or the top of concrete. All such concrete extensions above grade or above top of concrete shall be fitted with a concrete curb extending six (6) inches above finished grade or top of concrete.
- D. Run exposed conduit parallel or perpendicular to walls, ceilings or main structural members. Group multiple conduits together where possible. Conduit shall not interfere with the use of passageways, doorways, overhead cranes, monorails, equipment removal areas or working areas. In no case shall conduit routing present a safety hazard, trip hazard, or interfere with normal plant operating and maintenance procedures. A minimum overhead clearance of 8 feet shall be maintained in passageways. All conduits installed across walkways shall have concrete or aluminum trip plates installed.
- E. Installation and support of conduit shall be from steel or concrete structures in accordance with the standard detail drawings. Furnish necessary conduit straps, clamps, fittings and support for the conduit in accordance with the standard details.
- F. Identify conduit at termination points like MCC, light fixtures, control panels, receptacles, panels, and junction boxes.
- G. Not more than 3 equivalent 90-degree bends will be permitted between outlets. Provide bonded expansion fittings at building expansion joints.
- H. Install conduit runs so that they are mechanically secure, mechanically protected from physical harm, electrically continuous, and neat in appearance. The interiors of conduit shall provide clean, smooth raceways through which conductors may be drawn without damage to the insulation. Make threaded connections wrench tight.
- I. Cut conduit square with a power saw or a rotary type conduit cutter designed to leave a flat face. Do not use plumbing pipe cutters for cutting conduit. Ream the cut ends of conduit with a reamer, designed for the purpose to eliminate rough edges and burrs. Threads shall be cut with standard conduit dies providing 3/4-inch taper per foot, allowing the proper length so that joints and terminals may be made up tight and the ends of the conduit not deformed. Keep dies sharp and use a good quality threading oil continuously during the threading operation. Remove metal cuttings and oil from the conduit ends.

- after the threads are cut and paint threads before connections are made. Use non-corrosive Carbozinc No. 11 as manufactured by the Carboline Company, coal tar enamel or zinc rich epoxy primer on the threads of steel conduit before connections are made.
- J. Use strap wrenches only to tighten joints in plastic coated rigid steel conduit. Replace all conduit and fittings with damage to the plastic coating, such as cuts, nicks and threader chuck jaw marks. Use a solvent, or the same patching material to seal around the edges of conduit fitting sleeves.
 - K. Make up changes in direction of conduit using elbows or fittings. Do not use pull boxes to make direction changes unless specifically designated otherwise.
 - L. Field fabricated bends shall be free of indentations or elliptical sections. The radius of the bend shall not be less than 12 times the smallest diameter of the raceway.
 - M. Protect all conduit terminations from mechanical injury. Prevent the entry of moisture and foreign matter into the conduit system by properly capping terminations.
 - N. Avoid trapped runs of conduit, if possible. When they are necessary, provide drainage using a "tee" conduit equipped with a drain. Conduit is likely to pass through areas with a temperature differential of 20 F or more. Seal penetrations with a proper seal fitting at the wall or barrier between such areas. For conduit passing through walls separating pressurized areas from non-pressurized areas, install sealing fittings at the wall on the non-pressurized side.
 - O. Fit all conduit crossing building or structure expansion joints with approved expansion fittings, except that fittings will not be required when conduit crossing an expansion joint is supported on trapeze hangers in such a way that at no time will the conduit be under stress due to expansion. Install bonding jumpers around expansion joint fittings.
 - P. Where conduit terminates in sheet metal enclosures and where no threaded hubs are provided, fit the conduit with hubs such as manufactured by Myers. All hubs of this nature shall be equipped with auxiliary grounding lugs. These grounding lugs shall be interconnected to the facility grounding system through a dedicated wiring connection. Sheet metal enclosures made of stainless steel or aluminum located outside or in any other wet, damp, or corrosive areas shall be furnished with PVC-coated threaded hubs. Restrict side penetrations to the lower one third of the enclosure.
 - Q. Provide flexible liquidtight metallic conduit where necessary to allow for movement or to localize sound or vibration, at transformers, at motors and any other rotating equipment. Flexible metal conduit shall be used as fixture whips only inside an air-conditioned building.
 - R. Seal all openings or holes where conduits pass through walls or floors. When passing through a firewall or floor, use a fire-rated seal per the typical detail included in the Drawings. Certain walls, as indicated on the drawings, require environmental (air-tight) seals; seal as indicated on the Drawings.
 - S. Install explosion-proof seals in conduit runs crossing or entering a hazardous classified area (as shown on Drawings). Install type CSBE removable sealing fittings to seal pump cables between wet well and first junction box. If a junction box is not used, install the CSBE seals at the wet well and the control panel.
 - T. Unless otherwise indicated on Drawings install expansion fittings every 300 feet within a straight conduit run and where conduit crosses building expansion joints, using bonding straps to ensure grounding continuity.
 - U. Parallel runs of conduit may be supported by structural steel racks. When two or more racks are arranged one above the other, provide vertical separation of not less than 12 inches between racks, unless otherwise indicated on Drawings. Space conduits on the racks at least enough to provide 1/4-inch clearance between hubs on adjacent conduits at terminations and to allow room for fittings.
 - V. Fill conduit racks no more than 75 percent of their capacity, providing usable space for future conduit. To ensure this, conduits leaving the rack horizontally shall be offset up or down so that future conduits may be installed in the space remaining. Construct conduit racks to permit access for wire or cable pulling at all pull points, even when future conduits are added to fill the racks.

- W. Where conduit racks are supported on rods from beam clamps or by some other non-rigid suspension system, install rigid supports at no more than 50-foot intervals to give lateral stability to the rack.
- X. Conduit racks or hangers must in no way interfere with machinery (or its operation), piping, structural members, process equipment, or access to anticipated future equipment. Refer to architectural, structural, equipment layout and piping drawings to ensure that this requirement is met. Label high voltage conduit with the circuit phase-to-phase voltage by means of a firmly attached tag or label of approved design at each conduit termination, on each side of walls or barriers pierced and at intervals not exceeding 200 feet along the entire length of the conduit.
- Y. Support conduit sizes 2 inches and larger at spacings not exceeding 10 feet and conduit sizes 1-1/2 inches and smaller at spacings not exceeding 8 feet.
- Z. The means of fastening conduit to supports shall be by one-hole malleable iron conduit straps secured by wood screws to wood and by bolts with expansion anchors to concrete or masonry; by "Korn" clamps or U-bolts to other surfaces. Use "clamp backs" when strapping conduits to walls, column faces, or other such surfaces.
- AA. Support conduit runs with conduit clamps, hangers, straps and metal framing channel attached to structural steel members. Conduits of 1-1/2-inch size or less may be supported by one-hole conduit straps on concrete, tile or steel work, but for larger size conduit, 2-hole straps shall be used. Use clamps of galvanized malleable iron for rigid galvanized conduit and stainless steel for PVC-coated conduit. Metal framing channel straps used for PVC-coated conduit shall be stainless steel.
- BB. Install conduits supported from building walls with at least 1/4-inch clearance from the wall to prevent the accumulation of dirt and moisture behind conduit.

4.4

600 Volt Wire and Cable

1.01 DESCRIPTION

- A. Scope: Contractor shall furnish all labor, materials, installation, and testing required to provide 600-volt power and control cable as shown and specified to form a complete electrical system.
- B. Codes and Standards: 600-volt power and control cable shall conform to the applicable standards as referenced in Section 16100.

1.02 SERVICE CONDITIONS

- A. The wire and cable will be installed indoors or outdoors subject to the climatic conditions described in Section 16100. Definitions for locations of installation are per Section 100 of ANSI-CI, the National Electrical Code. Temperature limitations for the use of wire and cable covered herein are per Section 310.10 of ANSI-CI.

1.03 RATINGS

- A. The wire and cable shall be stranded copper and shall be rated not less than 600 volts AC, for use on a 60 hertz system.
- B. Wire and cable shall, as a minimum, meet the requirements of NEMA standard WC-70 and shall be capable and rated for continuous operation at a copper temperature of 90oC in both wet and dry locations.
- C. Ampacities will be calculated based upon the design ambient given in Section 16100 and the tables given in ANSI-CI.

PART 2 - PRODUCTS

2.01 CONSTRUCTION DETAILS

A. General:

1. Single conductor wire shall be color coded.
2. For multiconductor cables, the individual wires shall be color coded in accordance with NEMA WC-70.

B. Power Cable, Single Conductor Wire:

1. Single conductor power wire shall be minimum No. 12 AWG, NEMA Class B stranded annealed copper. The wire shall have moisture and heat resistant thermoplastic insulation, Type XHHW/XHHW-2 where installed in conduit only. Type TC cable shall be utilized throughout the entire run where any of the involved wiring is installed in cable tray.

C. Power Cable, Multiconductor:

1. Power cables shall be minimum four (4) conductor. See the Conduit and Cable Schedule for additional conductor cable counts in multiconductor power cables. All such multiconductor power cables shall contain a dedicated green grounding wire. The individual conductor jackets shall be color coded. The ground wire shall be sized per NEMA Standard WC-70, but not be smaller than indicated in table 250.94 of ANSI-CI.
2. The multiconductor power cable assembly shall be covered by a PVC jacket, having a thickness of not less than 0.08 inches.
3. Individual wire conductors and insulation shall be the same as in Section B, above. Type TC cable shall be utilized throughout the entire run where any of the involved wiring is installed in cable tray.
4. All multiconductor power cables shall utilize fillers to assure that the cables have a circular cross section.

D. Control Cable, Single Conductor Wire:

1. Single conductor control wire shall be the same as in Section B above, except that it shall be a minimum of No. 14 AWG. Type TC cable shall be utilized throughout the entire run where any of the involved wiring is installed in cable tray.

E. Control Cable, Multiconductor:

1. Individual wire conductors shall be the same as in Section D, above.
2. Individual conductors shall be color coded in accordance with NEMA Standard WC-5, method I-colored compounds with tracers.
3. Fillers of suitable material shall be used in the interstices of the cable where necessary to give the completed cable a circular cross section.
4. The assembly of insulated conductors shall be wrapped with tape to isolate them from the overall jacket. The tape shall be the supplier's standard.
5. The multiconductor assembly shall be covered with PVC jacket per Section C.2 above. Type TC cable shall be utilized throughout the entire run where any of the involved wiring is installed in cable tray.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. All wire and cable installations shall be in accordance with the requirements of Section 16100.

- B. All wires over twelve (12) inches in length shall be provided with a printed, not handwritten, wire marker at each end that is clear heat shrink encapsulated. Use wire marker and encapsulation materials as manufactured by Brady. Color coding by itself is not acceptable.
- C. All wiring shall be installed continuously without splices of any type with the exception of lighting related wiring.

3.02 TESTING

- A. Testing of wire and cable shall be in accordance with the requirements on NEMA Standard WC-70 and Section 16100. All 600-volt wiring shall be megger tested regardless of whether it is for power, control, or instrumentation. All such testing shall be witnessed and approved by the Engineer. All results shall be formally recorded in an organized format and submitted to the Engineer for approval. The Engineer shall be provided with no less than one-week prior written notice as to when this testing is to be completed. All testing and reporting documentation shall be approved by the Engineer prior to any wiring being terminated.

4.5

Device, Pull, Junction, and Terminal Boxes and Wireways

1.01 SECTION INCLUDES

- A. Specifications for device, pull, terminal and junction boxes and wireways.

1.02 REFERENCES

- A. American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA).
 - 1. FB1 – Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable
 - 2. 250 - Enclosures for Electrical Equipment (1000 volts maximum)
- B. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), NFPA70 - National Electrical Code (NEC) - Article 370 - Outlet Device, Pull and Junction Boxes, Conduit Bodies and Fittings.
- C. Underwriters Laboratories (UL):
 - 1. 50 – Enclosures for Electrical Equipment, Non-Environmental Considerations
 - 2. 508 - Safety Industrial Control Equipment
 - 3. 514B - Safety Conduit, Tubing, and Cable Fittings
 - 4. 1203 - Explosionproof and Dust-Ignition Proof Electrical Equipment for Use in Hazardous (Classified) Locations

1.03 SUBMITTALS

- A. Submit the following under provisions of Section 01330 – Submittal Procedures:
 - 1. Manufacturer's cut sheets, catalog data
 - 2. Instruction for handling and storage
 - 3. Installation instructions
 - 4. Dimensions and weights

1.04 DELIVERY, STORAGE AND HANDLING

- A. Pack and crate boxes to permit ease of handling and to provide protection from damage during shipping, handling and storage.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Sheet Metal Boxes
 - 1. Hoffman Industrial Products
 - 2. Pauluhn Electric Manufacturing Company
 - 3. Hennessy
 - 4. Tanco
 - 5. Tejas
 - 6. Circle A.W.

2.02 MATERIALS AND EQUIPMENT

- A. Sheet Metal Boxes
 - 1. Provide UL-approved junction and pull boxes and wireways manufactured from stainless steel sheet metal and meeting requirements of NEMA 4X for all areas.
 - 2. Provide enclosures with a stainless-steel continuous hinge, spring loaded closure hasps and all-stainless-steel hardware. All seams shall be welded and ground smooth. No sealant of any nature may be used to achieve compliance.
 - 3. Furnish the door with neoprene gasket and provision for padlock.
- B. Hardware
 - 1. Mounting Hardware: 316 stainless steel
 - 2. Conduit Connectors: Watertight as manufactured by Myers Hubs, or equal. All such conduit connections to sheet metal enclosures of any nature shall be equipped with such hubs. All such hubs shall be equipped with auxiliary grounding lugs that are securely interconnected to the facility grounding system.

PART 3 EXECUTION

3.01 PREPARATION

- A. Review the drawings and determine how many boxes of each kind are required and check if supplied quantity is sufficient.

3.02 INSTALLATION

- A. Boxes described in this specification shall be used both in dry and wet, corrosive areas, both inside and outside locations.
- B. Install boxes in accordance with NEC Article 370 in locations indicated on the Drawings.
- C. Install all boxes in readily accessible places to facilitate wire pulls, maintenance and repair.
- D. Plug unused conduit openings.
- E. Make conduit connections to sheet metal boxes with watertight conduit connectors.
- F. Label boxes with phenolic nameplates attached with stainless steel screws.

1.01 SECTION INCLUDES

- A. Specifications for wiring devices including:
 - 1. Receptacles.
 - 2. Wall switches.
 - 3. Wall plates and cover plates.

1.02 REFERENCES

- A. American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA):
 - 1. NEMA WD1 - General Color Requirements for Wiring Devices.
 - 2. NEMA WD6 - Dimensional Requirements.
- B. Federal Specifications (WC-596F).
- C. American National Standards Institute/National Fire Protection Association (NFPA):
 - 1. NFPA No. 70 - National Electrical Code (NEC), Articles 210 Branch Circuits, 250 Grounding and 410, Paragraphs 56, 57 and 58.

1.03 SUBMITTALS

- A. Submit the following under provisions of Section 01330 – Submittal Procedures:
 - 1. Product Data: Manufacturer's product literature and specifications including dimensions, weights, certifications and instructions for handling, storage and installation.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Pack and crate devices to permit ease of handling and protect from damage during shipping, handling and storage.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Bryant Electric
- B. Crouse-Hinds, Arrow Hart Division
- C. Hubbel Inc. Wiring Devices Division
- D. Leviton Manufacturing Company
- E. Pass & Seymour/Legrand.

2.02 MATERIALS AND EQUIPMENT

- A. Standards: Conform to NEMA WD1 for general requirements and NEMA WD6 for dimensional requirements.
- B. Manufacture devices to heavy-duty industrial specification grade with brown nylon bodies (orange for isolated-ground receptacles) back and side wiring provisions and green-colored grounding screws.
- C. Receptacles:
 - 1. Duplex-type receptacles: Rated 20 amps at 120 volts.
 - 2. Contacts: Brass or phosphor bronze.
 - 3. Receptacle grounding system: Extend to the mounting strap unless isolated ground is indicated or required.

4. GFI or GFCI (ground fault circuit interrupter) receptacles: Provide feed-through type with test and reset button.
- D. Wall Switches:
1. Toggle switches: Rated 20 amps at 120/277 volts AC rated for both resistive and inductive loads.
Contacts: Silver cadmium oxide construction to prevent sticking, welding and excessive pitting.
- E. Cover Plates:
1. In outdoor, corrosive and wet areas, provide cover plates of cast metal, gasketed with spring-loaded hinged covers and stainless-steel hardware.
 2. All other plates: Type 316 stainless steel.

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify that device boxes are correctly placed.
- B. Verify that the correct quantity, size and type of wires are pulled to each device box.
- C. Verify that wiring has been checked at both ends.
- D. Prepare wire ends for connection to devices.
- E. Inspect each wiring device for defects.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install devices plumb and level.
- C. Install switches with OFF position down.
- D. Install receptacles with grounding pole on top.
- E. Connect wiring device grounding terminal to outlet box with bonding jumper.
- F. Connect wiring devices by wrapping conductors clockwise around screw terminals.
- G. Install cover plates on switch, receptacle and blank outlets in finished areas.
- H. Energize and test devices for proper operation.

4.7 Cabinets and Enclosures

1.01 SECTION INCLUDES

- A. Specifications for cabinets and enclosures for housing of control panels, motor controls and related electrical components.

1.02 REFERENCES

- A. National Electrical Manufacturers Association (NEMA).
- B. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), NFPA 70 - National Electrical Code (NEC), Article 373 - Cabinets, Cutout Box, and Meter Socket Enclosures.
- C. Underwriters Laboratories (UL), UL 50 - Safety for Enclosures for Electrical Equipment, Non-Environmental Considerations.

1.03 SUBMITTALS

- A. Submit the following under provisions of Section 01330 – Submittal Procedures:

1. Manufacturer's cut sheets and catalog data
2. Instruction for handling and storage
3. Installation instructions
4. Dimensions and weights

1.04 DELIVERY, STORAGE AND HANDLING

- A. Have cabinets and enclosures packed and crated to permit ease of handling and to provide protection from damage during shipping, handling and storage.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. The EMF Company
- B. Hennessey Products, Inc.
- C. Hoffman Industrial Products
- D. Pauluhn Electric Manufacturing Company
- E. Weigman Company
- F. Rose Enclosure
- G. N.E.M.A. Enclosure Mfg. Co.

2.02 MATERIALS AND EQUIPMENT

- A. Sheet Metal Boxes
 1. Provide enclosures manufactured in accordance with NEMA 250 and NEC Article 373. Fabricate outdoor NEMA 4X enclosures from minimum 14-gauge stainless steel for all areas. Additional white painted coatings shall be provided for the main control panel and any other enclosures which contain electrical components that could be damaged by excessive heat.
 2. Dimensions and special features are shown on the Drawings.
 3. Construct outdoor enclosures with continuously welded seams ground smooth. No sealants of any nature may be used.
 4. Additional material thickness and bracing requirements shall be determined by the manufacturer to provide the strength required by the standard listed. The bracing shall be provided in such a way as to minimize the protrusion into the wiring and the equipment spaces.
 5. Install the door with a stainless-steel continuous hinge, stainless steel padlock handle with gasket and stainless-steel hardware.
 6. Furnish the door with oil-resistant neoprene gasket attached with oil-resistant adhesive and held in place with aluminum retaining strips.
 7. For large enclosures provide a single, 3/4-inch minimum, door handle that provides a 3-point latching through latch rods with rollers. Provide rollers with at least 3/4-inch diameter.
 8. Gasketed overlapping doors may be used instead of a center post.
 9. Provide heavy duty lifting eyes of suitable material.
 10. Fabricate the enclosure with a stud-mounted panel inside. Make panels from 12-gauge steel painted with White enamel finish.
 11. Weld mounting feet to the enclosure.
 12. Include a high impact plastic data pocket in the enclosure.
 13. Provide ground connections on the enclosures to enable grounding of the enclosure with a No. 2 AWG conductor.
 14. Equip free-standing outdoor cabinets with inner and outer door restraint bars to prevent door swing during windy conditions.

15. Panels mounted outdoors shall be fabricated to be dead front and padlockable. All internal operational components, gauges and pilot devices shall be mounted on swing-out panels.

B. Hardware

1. Mounting Hardware: Stainless steel
2. Conduit Connectors: Watertight as manufactured by Myers Hubs, or equal. Provide hubs of this nature for conduit connections to all enclosures. All such hubs shall be equipped with an auxiliary grounding lug that is securely connected to the facility grounding grid.

2.03 TESTING

- A. Test cabinets and enclosures in accordance with UL requirements so unit qualifies for a UL label.

PART 3 EXECUTION

3.01 PREPARATION

- A. Review Drawings and determine how many enclosures of each kind are required and check if supplied quantity is sufficient.
- B. Check the mounting pads or foundations for proper mounting dimensions and features, including grounding conductor stub-up.

3.02 INSTALLATION

- A. Use enclosures described in this specification only above grade.
- B. Install enclosures in accordance with the NEC in locations as indicated on the Drawings.
- C. Install enclosures in readily accessible locations to facilitate general operations, wire pulls, maintenance and repair.
- D. Plug unused conduit openings.
- E. Make conduit connections to the enclosures with watertight conduit connectors.
- F. Identify all components in cabinets with phenolic nameplates.
- G. Use pre-printed tubular heat-shrink type wire and cable markers to label each end of all conductors.

4.8

Panelboards

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Specifications for panelboards.

1.02 REFERENCES

- A. American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA)
 1. NEMA PB1: Panel boards
 2. NEMA PB1.1: Instruction for Safe Installation Operation and Maintenance of Panel boards rated 600 volts or less.
 3. NEMA PB1.2: Application Guide for Ground-fault Protective Devices for Equipment

- B. Underwriters Laboratories (UL) UL 489 Molded-Case Circuit Breakers, Molded-Case Switches and Circuit-Breaker Enclosures.
- C. Federal Specifications, FS W-C-375E: Circuit Breakers, Molded Case, Branch Circuit and Service.
- D. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), NFPA No. 70 - National Electrical Code (NEC), Article 408 - Switchboards and Panel boards.

1.03 SUBMITTALS

- A. Submit the following under provisions of Section 01330 - Submittal Procedures:
 - 1. Manufacturer's cut sheets and catalog data
 - 2. Breaker arrangement
 - 3. Breaker characteristic curves
 - 4. Instruction for handling and storage
 - 5. Installation instructions
 - 6. Dimensions and weights

1.04 DELIVERY, STORAGE AND HANDLING

- A. Have panel boards packed and crated to permit ease of handling and to provide protection from damage during shipping, handling and storage.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Sheet Metal Boxes
 - 1. Square D Company
 - 2. Siemens
 - 3. Cutler Hammer-Westinghouse

2.02 MATERIALS AND EQUIPMENT

- A. Basic Requirements
 - 1. Use panel boards manufactured and tested in accordance with NEMA PB 1.
 - 2. Provide circuit breakers of industrial grade, manufactured and tested in accordance with UL 489 and Federal Specification FS W-C-375.
 - 3. Do not exceed 42 available single pole branch circuits in any one panel board.
- B. Rating
 - 1. Voltage rating, current rating, number of phases, number of wires and number of poles are indicated on Drawings.
 - 2. Branch circuit breaker interrupting capacity shall be minimum 10,000 ampere RMS symmetrical for 208V; 25,000 ampere RMS symmetrical for 480V.
- C. Circuit Breakers: Molded case, bolt-on thermal magnetic type with number of poles and trip ratings as shown on the Drawings. Provide ground fault interrupters with trip rating where shown on the Drawings.
- D. Bus System

1. Bus Bars: 98 percent conductivity copper. Provide a solid neutral bar in 4-wire panel boards. Include ground bus in all panels. Provide split-bus panels where shown on Drawings.
2. Main: Circuit breaker or main lugs only as indicated on the Drawings or as required to meet the current interrupting ratings.

E. Box and Trim

1. Construction: Code grade steel, ample gutter space, flush door, flush snap latch and lock.
2. Trim: Surface or flush as required. All panel boards shall be NEMA 4X stainless steel enclosures except those located in indoor air-conditioned areas which may be a NEMA 1 enclosure with manufacturer's standard gray enamel finish.
3. Directory: Typed card, with glass cover in frame on back of door giving the circuit numbers and the area or equipment served.

F. Conduit Connectors: Watertight hubs with grounding lugs as manufactured by Myers Hubs, or equal.

PART 3 EXECUTION

3.01 PREPARATION

- A. Review Drawings to verify that panel boards are correct for the application.

3.02 INSTALLATION

- A. Install the panel board in accordance with NEMA PB 1.1 and NEC Article 408.
- B. Mount panel boards 6'-0" (to top of cabinet) above finished floor or grade.
- C. In wet and corrosive areas, including outdoor locations, install panel enclosures on spacers to provide 1/4-inch between back of cabinet and mounting surface.
- D. In wet and corrosive areas, including outdoor locations, connect conduit to the bottom of enclosure and to the lower 30 percent of the sides using watertight connectors

4.9

Disconnect Switches

PART 1 GENERAL

SECTION INCLUDES

Specifications for disconnect switches including:

1. Fusible disconnect switches
2. Non-fusible disconnect switches
3. Circuit breaker type disconnect switches
4. Fuses
5. Circuit breakers
6. Automatic transfer switches

REFERENCES

American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA)

NEMA KS1: Enclosed Switches

Underwriters Laboratories (UL)

UL 98: Standard for safety enclosed switches and Dead Front Switches

UL 198C: High Interrupting Capacity Fuses, Current Limiting type

UL 248-12: Class R Fuses

UL 489: Molded-Case Circuit Breakers, Molded-Case Switches and Circuit-Breaker Enclosures

American National Standards Institute/National Fire Protection Association (ANSI/NFPA), NFPA No. 70
- National Electrical Code (NEC), Article 404 - Switches.

SUBMITTALS

Submit the following under provisions of Section 01330 – Submittal Procedures:

Manufacturer's cut sheets and catalog data

Switch internal arrangement

Breaker or fuse characteristic curves

Instructions for handling and storage

Installation instructions

Dimensions and weights

DELIVERY, STORAGE AND HANDLING

Have disconnect switches packed and crated to permit ease of handling and to provide protection from damage during shipping, handling and storage.

PART 2 PRODUCTS

ACCEPTABLE MANUFACTURERS

Disconnect Switches and Circuit Breakers:

Schneider

General Electric

Siemens Energy and Automation

Square D Company

EATON

Fuses

Bussman Division, Cooper Industries

Gould Shawmut

Littelfuse Incorporated

MATERIALS AND EQUIPMENT

Disconnect and 3-Pole Automatic Transfer Switches Open-Throw type (OTS)

Characteristics: Horsepower rated, 600-volt, heavy-duty type with an interlocked door, positive quick-make, quick-break mechanism and visible blades.

Use switches and components designed, manufactured and tested in accordance with, NEMA KS1, UL 98, UL 489, and NEC Article 404.

Enclose switch in a NEMA 4X, stainless steel enclosure in all locations. Enclosures shall have fully welded seams that are ground smooth. No sealant of any kind may be used to support the NEMA 4 classification.

Provide switches with provisions for padlocking the operating lever in any position.

Drawings. Select switches having the number of poles and general size conforming to the

Conform to fusible, non-fusible or circuit breaker type switch requirements as shown on Drawings and required by the NEC, or one-line diagrams.

Provide an auxiliary contact as shown on the Drawings.

of Select fuses or circuit breakers with current interrupting duty as calculated for the points switch application or as indicated on the Drawings or one-line diagrams.

200,000 Fuses. Unless otherwise noted on Drawings, for fuses used in disconnect switches, provide the dual-element, time-delay type with the maximum interrupting rating of amperes, conforming to the NEC.

Circuit Breakers. When circuit breakers are used in disconnect switches, provide the thermal-magnetic type with current interruption ratings as required at the point of application.

Conduit Connectors: Watertight as manufactured by Myers Hubs, or equal. Hubs of this nature shall be used for all connections to enclosures. All such hubs shall be equipped with auxiliary grounding lugs that are securely interconnected to the facility grounding system.

PART 3 EXECUTION

PREPARATION

Review the Drawings and verify that the disconnect switches are correct for the applications.

Make sure that the correct fuses or breakers are being used regarding size and short circuit interrupting capability.

Prepare adhesive labels on the inside door of each switch indicating UL fuse class and size or breaker type and size for replacement.

INSTALLATION

Install the disconnect switches in accordance with and NEC Article 380.

Mount switches 6'-6" (to top of cabinet) above finished floor or grade.

In wet and corrosive areas, including outdoor locations, install switches on spacers to provide a space of approximate 1/4-inch between the back of cabinet and the mounting surface.

In wet and corrosive areas, including outdoor locations, connect conduit to the bottom of enclosure and to the lower 30 percent of the sides using watertight connectors.

All mounting hardware shall be stainless steel.

4.10

Grounding

SECTION INCLUDES

Grounding electrodes and conductors

Equipment grounding conductors

Bonding

Power system grounding

Communication system grounding

Electrical equipment and raceway grounding and bonding

Control equipment grounding

REFERENCES

American Society for Testing and Materials (ASTM)

ASTM B3: Soft or Annealed Copper Wires

ASTM B8: Concentric-Lay-Stranded Copper Conductors, Hard, Medium Hard, Soft

ASTM B33: Tinned Soft or Annealed Copper Wire for Electrical Purposes

Institute of Electrical and Electronics Engineers (IEEE)

IEEE 142-2007: Recommended Practice for Grounding of Industrial and Commercial Power Systems

IEEE 383-2.5: IEEE Standard for Type Test of Class IE Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations.

Underwriters' Laboratories (UL)

UL 83: Thermoplastic Insulated Wire and Cables

UL 467: Grounding and Bonding Equipment

National Fire Protection Association (NFPA), NFPA No. 70 - National Electrical Code (NEC), Article No. 250 - Grounding.

SUBMITTALS

Submit the following under the provisions of Section 01330 – Submittal Procedures:

- Manufacturer's cut sheets and catalog data
- Installation, terminating and splicing procedure
- Instruction for handling and storage
- Dimensions and weight

QUALITY ASSURANCE

Tests

Use insulated cable conforming to requirements of the vertical tray flame test as described in IEEE 383-2.5.

Test grounding system in the field in accordance with procedures outlined in Part 3 - Execution.

DELIVERY, STORAGE AND HANDLING

Ship grounding cable on manufacturer's standard reel sizes unless otherwise specified. Where cut lengths are specified, mark reel footage accordingly. Each reel shall contain one continuous length of cable. Provide impact protection by wood lagging or suitable barrier across the traverse of the reel. Pack and crate other materials specified to withstand normal abuse during shipping, handling and storage.

PART 2 PRODUCTS

ACCEPTABLE MANUFACTURERS

Cable

- American Insulated Wire Company
- Cablec Continental Cables Company
- General Cable Company
- Okonite Company
- Pirelli Cable Corporation
- Rome Cable Corporation
- Triangle Wire and Cable, Inc.

Ground Rods and Connectors:

- Blackburn
- Copperweld
- Thomas & Betts

Exothermic Connections:

Burndy Corporation (Therm-O-Weld)

Erico Products (Cadweld)

Grounding Connectors:

Burndy Corporation

O.Z. Gedney

Thomas & Betts

MATERIALS AND EQUIPMENT

Design. Provide grounding cable and materials with the following characteristics:

Use a grounding system designed in accordance with NEC Article No. 250 Grounding, and the IEEE 142-2007 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.

Materials

Use grounding conductors, bare underground and insulated above ground, which are manufactured and tested in accordance with applicable standards ASTM B3, ASTM B8 and ASTM B33.

Provide a main ground loop of No. 4/0 AWG, Class C stranded, bare copper cable. Small groups of isolated equipment may be grounded by a No. 2 AWG minimum insulated conductor connected to the main loop. Generally, taps shall be sized as follows:

Main ground loop or grid	#4/0 minimum
Switchgear, motor control centers and power transformers	#4/0
Motors 200 hp and above	#4/0
Power panels - AC and DC	#2/0
Control panels and consoles	#2
Building columns	#4/0
Fencing posts	#2/0

Where single conductor insulated grounding conductors are called for use 600-volt insulation. Use ground conductors identified with green insulation. The use of green insulating tape is not permitted.

Supply identifying ribbon, which is PVC tape, 3 inches wide, red color, permanently imprinted with "CAUTION BURIED ELECTRIC LINE BELOW" in black letters as specified in Section 16195, Electrical Identification.

Utilize flexible copper braid across hinged chain link or fence gates to bond the movable portion to the grounded fence post.

PART 3 EXECUTION

PREPARATION

Complete site preparation and soil compaction before trenching and driving ground rods for the underground grid.

Verify from Drawings the exact location of stub-up points for grounding of equipment, fences and building or steel structures.

CONSTRUCTION CRITERIA

The main ground loop at a depth of at least 30 inches below earth surface. Connect the ground loop to ground rods and to tap connections to form a complete system as indicated on the electrical Drawings. The Contractor shall give special attention to the grounding of service equipment, structures and fences to comply with the NEC, local authorities and the serving utility company.

All electrical equipment, buildings, tanks, and equipment shall be grounded. Where ground rods are required, the rods shall be 10 feet long, 3/4-inch diameter, copper-clad steel ground rods. Rods shall be driven vertically, and the top of the rods shall be a minimum of 18 inches below finished grade, or as specified on the Drawings. All ground rods shall be installed in specifically designed precast concrete ground rod wells that are equipped with a metal cover with the designation of GROUND on the cover.

Local pushbutton and selector switch stations, two-wire control devices, disconnect switches, lighting transformers, panelboards, operator panels, benchboards, and the enclosures of other electrical apparatus shall be grounded through a power grounding conductor routing with the power conductors in the conduit and a supplemental equipment grounding conductor run independently.

Motors having power supplied by multi-conductor cable shall be grounded by a separate grounding conductor in the cable and where supplied by single conductor cable in conduit by a grounding conductor pulled in the conduit. Connect ground conductors to the ground bus in the motor control center and to the ground terminal provided in the motor conduit box.

Do not ground the insulated bearing pedestals of large motors.

Connect ladder-type cable trays to the grounding electrode system.

Install a warning ribbon approximately 12 inches below finished grade directly above the ground grid.

Connect fence posts of chain link and metal fences to the main ground loop at least every 50 feet.

INSTALLATION

Equipment Grounding

Make grounding connections to surfaces which are dry and cleaned of paint, rust, oxides, scales, grease and dirt to ensure good conductivity. Clean copper and galvanized steel to remove oxide before making welds or connections.

Use the exothermic welding process for below-grade grounding connections, except at ground rods. Use mechanical connectors or thermal connections for above-grade grounding connections as shown on the Drawings.

Make grounding connections to electrical equipment, vessels, mechanical equipment and ground rods in accordance with the Drawings.

Ground tanks and vessels by making connections to integral structural supports or to existing grounding lugs or pads, and not to the body of the tank or vessel.

Leave ground connections to equipment visible for inspection. Protect them with PVC non-metallic conduit as indicated on the Drawings.

Make connections to motor frames and ground buses with lugs attached to the equipment by means of bolts. Do not use motor anchor bolts or equipment housing for fastening lugs of grounding cable.

Where the wiring for lighting systems consists of single conductor cables in conduit, provide each conduit with an equipment grounding conductor. Use a grounding conductor with green colored insulation and ground equipment in the lighting system.

Raceway and Support Systems Grounding

Install raceway, cable rack or tray and conduit so that it is bonded together and permanently grounded to the equipment ground bus, according to the Drawings. Connection to conduit may be grounding bushing or ground clamp.

Install raceway at low voltage motor control centers or other low voltage control equipment so that it is bonded and grounded, except that any conduit which is effectively grounded to the sheet metal enclosure by bonding bushing or hubs need not be otherwise bonded.

Where a grounding conductor is run in or on a cable tray, bond the grounding conductor to each section of cable tray with a cable tray ground clamp.

Where only grounding conductor is installed in a metal conduit, bond both ends of the conduit to the grounding conductor.

Provide flexible "jumpers" around raceway expansion joints. Use copper bonding straps for steel conduit. Install jumpers across cable tray joints which have been parted to allow for expansion and any hinged cable tray connections.

Fences and Gates. Ground fences, fence posts and gates to the underground grid as noted in these specification and as shown on the Drawings.

Power System Grounding

Solidly ground the secondary neutral of the main power supply transformer to the ground grid. See Drawings for additional details.

Solidly ground the neutral of lighting, instrument and control transformers.

Cable Armor and Shields

For shielded control cable, terminate and ground the shield at one end only, preferably at the control panel end for instrument and communication cable and at the supply end for electronic power cables. Maintain shield continuity by jumpering the ground shield across connection point where it is broken at junction boxes, or other splice points. Insulate these points from ground.

Connect the ground wire in power cable assemblies at each terminal point to a ground bus, if available, or to the equipment enclosure. Do not carry these ground wires through a "doughnut" current transformer (CT) used for ground fault relaying; do carry ground leads from stress cones through CTs. Ground power cable armor and shield at each terminal point.

Test Wells

Provide access (test wells) for testing the ground grid system at multiple ground rod locations. Make test wells of a pipe surrounding the rod and connections with a cover placed on top at grade level. See Drawings for details.

Install a test well at the service entrance pole to serve as the service entrance grounding electrode.

Test

Perform ground resistance tests after underground installation and connections to building steel are complete, unless otherwise noted on applicable Drawings.

Make tests at each and every ground tap using a "fall of potential" test method. Each ground tap test shall not exceed a maximum resistance of 3 ohms. Where measured values exceed this figure, install additional ground rods as required to reduce the resistance to the specified limit. Submit the results of all grounding testing for review and approval. All such grounding testing results shall be submitted with a drawing that illustrates the specific location of each grounding test conducted.

Inspection. Inspection of the grounding system by the Engineer and the local Code Inspector must take place before the grid trenches are backfilled.

4.11

Electrical Identification

1.01 SECTION INCLUDES

Specification for electrical identification including:

- Nameplates and labels
- Wire and cable markers
- Conduit markers
- Cable tray markers
- Underground warning tape
- Warning labels

1.02 REFERENCES

American National Standards Institute/National Fire Protection Association (ANSI/NFPA)

No. 70 - National Electrical Code (NEC)

Article 110 - Requirements for Electrical Installation

Article 450 - Transformers and Transformer Vaults

Other applicable Codes and Standards as referenced in other Sections.

Underwriters Laboratories. U.L. Standards No. 224 - Extruded Insulated Tubing

1.03 SUBMITTALS

Submit the following under the provisions of Section 01330 Submittal Procedure:

- Manufacturer's cut sheets and catalog data

Description of materials used

Label or nameplate dimensions

Engraving or imprint legends

Instruction for handling and storage

Installation instructions

1.04 DELIVERY, STORAGE AND HANDLING

Pack materials to permit ease of handling and to provide protection from damage during shipping, handling and storage.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

Almetek Industries Incorporated

Brady U.S.A. Incorporated

Ideal Electric Company

Raychem Corporation

3M Electrical Products Division

Thomas & Betts

Tyton Corporation

2.02 MATERIALS AND EQUIPMENT

Nameplates and Labels

Provide an identification tag for each item of electrical equipment showing its item number and service or application. Use the description shown on the electrical Drawings.

For nameplates, use 3-ply phenolic material engraved to show black lettering on a white background. Size the nameplates approximately 1 inch wide and 3 inches long for 3 lines of 3/16 inch - 16 letters with a 0.8 condensed factor.

Generally, provide large pieces of equipment with engraved nameplates; provide additional nameplates at pushbuttons and other local devices; as detailed. Provide identification for all other electrical equipment, devices, or enclosures, such as MCC's, panelboards, disconnect switches, capacitors, relays, and dedicated receptacles not furnished with readily noticeable tag, nameplates, or other means of identification.

Install nameplates on the front cover of transformers stating the transformer service location number or identification number, the panelboard or device served, and main breaker feeding the transformer (MCC No. and compartment), and the drawing number on which the transformer schematic is shown.

Furnish equipment, such as motor starters, safety switches, welding receptacles and circuit breakers, with 1" x 3" plastic nameplates stating description of item served.

Provide nameplates for motors giving the driven equipment description, the service location number, and the MCC number with compartment number when applicable. Nameplates will normally be mounted adjacent to the motor at the motor pushbutton when one is furnished.

Install nameplates on the outside and inside of doors to circuit breaker panelboards (i.e., lighting, instrument or receptacle panels). State the panelboard name, the drawing number on which the panelboard schedule shows, and the main breaker feeding the panel (MCC No. and compartment).

Type panelboard directories and insert them inside the panelboard doors.

Place a large nameplate approximately 3"x5" on control panels, relay panels, junction boxes, or enclosures with electrical devices mounted inside or on the outside of the enclosure indicating the purpose of the cabinet.

Provide a nameplate on MCC motor starter doors duplicating motor nameplate data.

Wire and Cable Markers

Use pre-printed tubular heat-shrink type wire and cable markers at each end of all conductors...

Select markers manufactured so that the heat-shrink process makes the imprint permanent and solvent-resistant.

Use markers that are self-extinguishing, conforming to U.L. Standard No. 224 for print performance, heat shock, and flammability.

Provide marker material that is flexible, radiation cross-linked polyolefin with 3 to 1 shrink ratio, rated 600 volts, and white in color.

Conduit Markers

Provide conduit markers made of stainless-steel tags approximately 2 inches x 1 inch x 19 gage.

Stamp the caption on the tag and have it black filled.

Punch tags for tie fasteners. Fasten tags to the conduits with stainless steel cable ties as manufactured by Panduit or approved equal.

Cable Tray Markers

For high visibility and contrast, use cable tray markers that are yellow with black legend.

Use markers made of vinyl impregnated cloth, suitable for exposure to corrosive, wet, and abrasive environment.

Make markers of pre-cut individual letters or numbers with pressure sensitive adhesive backing.

Size legend characters to 4 inches high on a total marker height of approximately 5 inches, suitable for applying to 6-inch side rails of a cable tray.

Underground Warning Tape

Provide warning tape made of 4 mil thick polyolefin film, 3 inches wide, suitable for direct burial and resistant to alkalis, acids, and other common soil substances.

Use red tape with black legend printed in permanent ink.

Warning Labels

Place OSHA safety labels on enclosures and boxes 100 cubic inches or more containing electrical equipment or terminations.

Provide OSHA color codes for the labels. Use labels made from 4 mil vinyl with pressure sensitive adhesive backing.

The warning label caption is DANGER - 480 VOLTS or as indicated on the Drawings

Size labels either 5 inches x 3-1/2 inches or 10 inches x 7 inches, as indicated on the Drawings.

PART 3 EXECUTION

3.01 PREPARATION

Degrease and clean surfaces where adhesive labels will be applied.

Drill holes for nameplates to be fastened with stainless screws.

Prepare the cable ends for termination and conductor markings.

Identify conduits at terminating points and select tags accordingly.

3.02 INSTALLATION

Install nameplates and labels in accordance with the manufacturer's instructions and the Drawings.

Apply wire and cable markers in accordance with manufacturer's instructions using a heat gun with properly sized nozzle for the application. Tag the wires at both ends with the same notation.

Tag conduits at junction boxes, pull boxes, and at other termination points.

Identify cable trays at the time of installation with the alphanumeric number shown on the Drawings. Label cable trays on the outside rail. Place the tray identifier at each point where the tray designation changes and at 200-foot intervals in between, but not less than two per run.

Identify underground conduits, cables, or duct banks using the underground warning tape. The underground grounding grid, including the laterals. Also use underground warning tape. Install one tape per trench at 12 inches below grade or as indicated on the Drawings. For wide trenches or duct banks, install one warning tape per 24-inch width.

Apply the 5 inches by 3 1/2 inches warning labels to disconnect switches, panelboards, terminal boxes, and similar devices in accordance with manufacturer's instruction and the Drawings. Apply the 10 inches x 7 inches warning labels to larger control panel enclosures, motor control centers, and to entrance doors to buildings containing electrical power and control equipment.

4. INSPECTION AND TESTS

Perform work under this item in such a manner that when complete it constitutes a complete operational lighting and power system.

5. MEASUREMENT

Electrical upgrades will be measured as a lump sum.

6. PAYMENT

The work performed and materials furnished in accordance with this item and measured as provided under "Measurement," will be paid for as a lump sum. This price is full compensation for furnishing materials and for equipment, labor, tools, and incidentals.



Lead-Based Paint Abatement Protocol

City of Bastrop - Rehabilitation of the Old Iron Bridge
HZ Project #R317036.01



Tonya Bosh, DSHS License #2070655
Lonestar Environmental Services
12407 N. Mopac Expwy. Ste. 250 #364
Austin, TX 78758
Ph. (512) 931-2513



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The intent of this document is to specify procedures for dealing with lead-based paint for the City of Bastrop Rehabilitation of the Old Iron Bridge HZ Project #R317036.01. An initial lead inspection was conducted and analytical results by Thomas Analytical on April 1, 2011 indicated the presence of lead-based paint. Removal of the paint presents a potential hazard to workers, to the environment, and to the general public therefore the following engineering controls and protective measures are outlined for the contractor to implement during the project.

Qualifications:

1. Training shall be in accordance with 29 CFR 1926.62. Contractor is responsible for adhering to all biological monitoring to ensure worker safety. The training program shall inform the employees of the specific hazards associated with their work environment, protective measures which can be taken, the danger of lead to their bodies (including their reproductive systems), and their rights under the standard. In addition, the abatement contractor must make readily available to all employees a copy of this standard.
2. The contractor shall have at least one competent person (supervisor) onsite at all times meeting 29 CFR 1926.62. This person is capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them.
3. All qualification documentation must be submitted for review to the City of Bastrop prior to the start of the project.

Personal Protective Equipment:

It is important for the contractor to recognize that almost every method of removal can result in lead exposure to the worker exceeding OSHA's Permissible Exposure Limit (PEL) of $50 \mu\text{g}/\text{m}^3$. For the removal method chosen by the contractor, it is necessary to examine the potential exposure of lead to the workers and protect the workers with the appropriate respiratory protection.

1. The abatement contractor shall institute a respiratory protection program in accordance with 29 CFR 1910.134, which includes a written respiratory protection program, respiratory physicals, pulmonary function test, respiratory fit tests, and selection of respirators. If any solvents are utilized in the removal of paint, the workers shall be appropriately protected by respiratory protection for chemical odors, as well as lead particulate.
2. The contractor shall provide the workers protective coveralls with hood and shoe covers or suits such as disposable Tyvek™ full body suit. One suit is sufficient since a decontamination unit will be connected to work area. Workers should not have regular clothes on under the disposable suits. The abatement contractor shall ensure that all protective clothing is removed at the completion of a work shift only in areas designated for that purpose (Change Areas or Change Rooms). The contractor shall prohibit the removal of lead from protective clothing or equipment by blowing, shaking, or any other means which disperses lead into the air.
3. The contractor shall provide face shields, vented goggles, or other appropriate protective equipment which complies with 29 CFR 1926.62.
4. The abatement contractor will ensure that the containers of contaminated protective clothing and equipment are labeled as follows: DANGER: CLOTHING AND EQUIPMENT CONTAMINATED WITH LEAD. MAY DAMAGE FERTILITY OR THE UNBORN CHILD. CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM. DO NOT EAT, DRINK OR SMOKE WHEN HANDLING. DO NOT REMOVE DUST BY BLOWING OR SHAKING. DISPOSE OF LEAD CONTAMINATED WASH WATER IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, OR FEDERAL REGULATIONS.



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Decontamination/Hygiene/Change Areas Instructions:

1. The contractor shall ensure that in areas where employees are exposed to lead, food or beverage is not present or consumed, tobacco products are not present or used, and cosmetics are not applied.
2. The contractor shall provide clean change areas for employees. The contractor shall ensure that change areas are equipped with separate storage facilities for protective work clothing and equipment and for street clothes which prevent cross-contamination. The contractor shall ensure that employees do not leave the workplace wearing any protective clothing or equipment that is required to be worn during the work shift.
3. The contractor shall provide shower facilities. The contractor shall ensure, where shower facilities are available, that employees shower at the end of the work shift and shall provide an adequate supply of cleansing agents and towels for use by affected employees.
4. The contractor shall provide eating areas for employees. Eating areas are as free as practicable from lead contamination and are readily accessible to employees. The contractor shall ensure that employees wash their hands and face prior to eating, drinking, smoking or applying cosmetics.
5. The contractor shall ensure that employees do not leave work area with protective work clothing or equipment unless surface lead dust has been removed by proper decontamination.
6. All wastewater (including decontamination water) shall be properly collected and not allowed discharge into the sewer or ground. The contractor shall provide containers for collection and retention of all wastewater, filter visible paint chips and particulates prior to placing waste water in container, prior to disposal, test water for total toxic metals and provide ample filtration (e.g., through a multistage filtration system ending in five microns or better) until the water is not classified as hazardous. The contractor shall make disposal arrangements with appropriate disposal site.

Engineering Controls:

It is the responsibility of the contractor to remove all paint, down to the substrate, from the structure. The means/methods for removing paint are at the discretion of the contractor, however a written plan will be provided by the contractor to delineate the chosen methodology/containment design. This plan will be reviewed and approved prior to the start of the project. Containment is required to prevent debris from contaminating adjacent property and to avoid exposing the public to lead dust and debris. The methods of containment are classified based on the methods of removal and the potential for emission of dust and debris and other factors. Due to the bridge's location, an urban and environmentally sensitive area, full containment is required. A guidance document the abatement contractor may refer to for containment and ventilation of hazardous waste is SSPC-Guide 6. "Guide for Containing Debris Generated During Paint Removal Operations". The contractor shall consider the type of removal methods and the sensitivity to adjacent property when determining the containment design. The contractor shall have evaluated by an engineer the effects of the containment design on the integrity of the bridge, the level of disruption of area traffic, and the perception of the impact of these activities by the public.

1. The contractor shall implement engineering and work practice controls, including administrative controls, to reduce and maintain employee exposure to lead to or below the permissible exposure limit to the extent that such controls are feasible. Wherever all feasible engineering and work practices controls that can be instituted are not sufficient to reduce employee exposure to or below the permissible exposure limit, the contractor shall nonetheless use them to reduce employee exposure to the lowest feasible level and shall supplement them by the use of respiratory protection.
2. The contractor shall submit in writing a copy of all safety practices, engineering controls, and other protocols employed to protect their workers and the environment for the project.



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3. The contractor shall ensure that the containment is properly ventilated to prevent buildup of dust, to minimize air from escaping through any breaches in the containment, and to minimize worker exposure.
4. Visible emissions shall be controlled by the contractor at all times. As required by RCRA, the contractor must define procedures for spills or releases of waste and indicate the training of workers handling the waste.
5. The contractor shall post the following warning signs in each work area where an employee's exposure to lead is above the PEL. Signs shall be readily visible. DANGER LEAD WORK AREA, MAY DAMAGE FERTILITY OR THE UNBORN CHILD, CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM, DO NOT EAT, DRINK OR SMOKE IN THIS AREA.
6. The contractor shall make every effort to ensure the safety and convenience of the public and property. Follow the safety provisions of all applicable rules, codes, and regulations. If at any time during abatement, the approved plan of operation does not accomplish the intended purpose, the contractor will immediately make necessary changes, as directed, to correct the unsatisfactory conditions.
7. The contractor shall store all equipment not in use in a manner and at locations that will not interfere with the safety of the general public/environment.
8. The contractor shall provide a detailed description of the containment design. The plan shall ensure that all paint debris is properly collected and properly disposed of based on regulatory requirements. Containment design shall also address any additional barricades/fences, or other methods of isolation of the work area. The contractor shall provide a detailed plan for accessing all parts of the bridge that will require paint removal and also address safety concerns such as fall protection. Access equipment such as scaffolding, lifts, etc. shall not exceed legal weight limits allowed on the structure. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer. Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review by the Engineer. The analysis must demonstrate that no overstresses will occur in excess of those normally allowed for occasional overweight loads.
9. It is the contractor's responsibility to ensure that at no time shall hazardous paint debris contaminate the surrounding environment, including adjacent areas and areas beneath the bridge. Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the abatement contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.
10. The contractor shall ensure that temporary storage of lead-based waste is secured and does not pose a risk to the public or the environment.

Disposal:

The contractor shall refer to the TCLP sample results provided in this report to determine the appropriate landfill for the waste. Refer to RCRA 8 disposal requirements.

The contractor shall adhere to all regulatory requirements for proper waste disposal, including hauling of waste from the jobsite to the landfill. The contractor is responsible for waste liability in taking custody of the waste during the processes before and at final disposal. The contractor shall take special care ensuring that waste transported from the work area to the transportation equipment does not allow for any tracking/exposure of debris to the environment. Provide the City of Bastrop all waste manifests.



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Compliance Program:

Prior to commencement of the job the contractor shall establish and implement a written compliance program. The compliance program shall provide for frequent and regular inspections of job sites, materials, and equipment to be made by a competent person. Written plans for these compliance programs shall include at least the following:

1. A description of each activity in which lead is emitted; e.g. equipment used, material involved, controls in place, crew size, employee job responsibilities, operating procedures and maintenance practices;
2. A description of the specific means that will be employed to achieve compliance and, where engineering controls are required engineering plans and studies used to determine methods selected for controlling exposure to lead;
3. A report of the technology considered in meeting the PEL;
4. Air monitoring data which documents the source of lead emissions;
5. A detailed schedule for implementation of the program, including documentation such as copies of purchase orders for equipment, construction contracts, etc;
6. An administrative control schedule, if applicable;
7. A description of arrangements made among contractors on multi-contractor sites with respect to informing affected employees of potential exposure to lead.

General Notes:

1. All materials, equipment, incidentals, and labor described herein for cleaning and paint of steel truss members shall be compensated as part of the "Clean & Paint Exist Truss (System II)" Pay Item.
2. Clean and paint the existing truss steel components in accordance with the plans and TXDOT Standard Specification 446, "Field Cleaning and Painting Steel." This specification includes requirements for painting contractor qualifications.
3. Clean existing truss components to achieve an SSPC-SP10 or SPPC-SP11 Surface preparation.
4. Paint cleaned surfaces with System II.
5. Appearance coat shall be Federal Standard 595B Color 37925 (White).
6. Contractor is required to submit a containment plan that details procedures and type and size of equipment proposed to keep public property, private property, and the environment from being adversely affected by the cleaning and painting operations. Approval of the plan is required before cleaning and painting operations begin. Containment plan or erection plan shall include an engineering analysis showing the loads added to the existing structure by the containment system and waste materials do not result in an overstress of the members. This analysis shall be signed and sealed by an engineer licensed in the State of Texas.
7. Contractor shall take care to prevent damage to adjacent bridge components, such as concrete, during surface preparation or painting.



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WHATEVER METHODOLOGY/MEANS OF REMOVAL IS UTILIZED, THE FOLLOWING SUMMARY OF CRITICAL ITEMS MUST BE ADDRESSED BY THE CONTRACTOR IN THE ABATEMENT PLAN:

1. Extent of work and nature of existing surface (i.e., portions of structures to be cleaned and painted)
2. Procedure for the removal of paint
3. Containment of debris and ventilation system
4. Monitoring emissions (air, water, personnel)
5. Waste handling and disposal
6. Traffic control
7. Worker protection
8. Quality assurance (e.g., inspection, monitoring, contractor submittals)
9. Do not deviate from the requirements in this abatement protocol unless written approval is obtained from the City of Bastrop or if the plan is properly revised.
10. Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. The contractor shall adhere to OSHA Lead in Construction Standard 1926.62.

If you have any questions regarding these requirements, please feel free to contact Tonya Boshier with Lonestar Environmental at 512/931-2513.

Regards,

Tonya Boshier
Lonestar Environmental Services
DSHS Lead Firm License #2110315
DSHS Lead Risk Assessor License #2070655



TCLP Results

City of Bastrop - Rehabilitation of the Old Iron Bridge
HZ Project #R317036.01



Tonya Bosh, DSHS License #2070655
Lonestar Environmental Services
12407 N. Mopac Expwy. Ste. 250 #364
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Ph. (512) 931-2513



May 30, 2024

Tonya Boshier
Lone Star Environmental Services
12407 N. Mopac Expwy. Ste. 250
Box#364

Austin, Texas 78750

TEL: (512) 931-2513

FAX: (512)931-2513

RE: Old Bastrop Bridge

Order No.: 2405243

Dear Tonya Boshier:

DHL Analytical, Inc. received 1 sample(s) on 5/20/2024 for the analyses presented in the following report.

There were no problems with the analyses and all data for associated QC met EPA or laboratory specifications except where noted in the Case Narrative and all estimated uncertainties of results are within method specifications.

If you have any questions regarding these tests results, please feel free to call.

Sincerely,

A handwritten signature in red ink, appearing to read 'John DuPont', with a stylized flourish at the end.

John DuPont
General Manager

This report was performed under the accreditation of the State of Texas Laboratory Certification
Number: T104704211 - TX-C24-00120



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Sample Receipt Checklist

Client Name: Lone Star Environmental Services

Date Received: 5/20/2024

Work Order Number: 2405243

Received by: EL

Checklist completed by:  5/20/2024
Signature Date

Reviewed by:  5/20/2024
Initials Date

Carrier name: Hand Delivered

Shipping container/cooler in good condition?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Not Present <input type="checkbox"/>
Custody seals intact on shipping container/cooler?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not Present <input checked="" type="checkbox"/>
Custody seals intact on sample bottles?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not Present <input checked="" type="checkbox"/>
Chain of custody present?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Chain of custody signed when relinquished and received?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Chain of custody agrees with sample labels?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Samples in proper container/bottle?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sample containers intact?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sufficient sample volume for indicated test?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
All samples received within holding time?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Water - VOA vials have zero headspace?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	No VOA vials submitted <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Water - pH<2 acceptable upon receipt?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/> LOT #
	Adjusted? _____	Checked by _____	
Water - pH>9 (S) or pH>10 (CN) acceptable upon receipt?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/> LOT #
	Adjusted? _____	Checked by _____	
Container/Temp Blank temperature in compliance?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

Cooler # 1
Temp °C 19.6
Seal Intact NP

Any No response must be detailed in the comments section below.

Client contacted: _____ Date contacted: _____ Person contacted: _____

Contacted by: _____ Regarding: _____

Comments: _____

Corrective Action: _____

CLIENT: Lone Star Environmental Services
Project: Old Bastrop Bridge
Lab Order: 2405243

CASE NARRATIVE

Samples were analyzed using the methods outlined in the following references:

Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, SW846, 3rd Edition.

The TCLP preparation was altered in the following manner:

For the sample there was insufficient mass to perform the TCLP extraction on 100 grams of sample as per the method. A smaller mass was used and the ratio of 1:20 for sample to TCLP solution was utilized as per the method.

All method blanks, laboratory spikes, and/or matrix spikes met quality assurance objectives.

DHL Analytical, Inc.

Date: 30-May-24

CLIENT: Lone Star Environmental Services
Project: Old Bastrop Bridge
Lab Order: 2405243

Work Order Sample Summary

Lab Smp ID	Client Sample ID	Tag Number	Date Collected	Date Recved
2405243-01	BASTB-01		05/20/24 09:30 AM	05/20/2024

DHL Analytical, Inc.**Date:** 30-May-24

CLIENT: Lone Star Environmental Services
Project: Old Bastrop Bridge
Project No:
Lab Order: 2405243

Client Sample ID: BASTB-01
Lab ID: 2405243-01
Collection Date: 05/20/24 09:30 AM
Matrix: PAINT

Analyses	Result	MDL	RL	Qual	Units	DF	Date Analyzed
<hr/>							
TCLP MERCURY		SW1311/7470A					Analyst: CMC
Mercury	0.000650	0.000400	0.00100	J	mg/L	1	05/29/24 09:20 AM
<hr/>							
TCLP METALS		SW1311/6020B					Analyst: SP
Arsenic	<0.0100	0.0100	0.0250		mg/L	1	05/29/24 10:04 AM
Barium	0.0948	0.0150	0.0500		mg/L	1	05/29/24 10:04 AM
Cadmium	0.0129	0.00150	0.00500		mg/L	1	05/29/24 10:04 AM
Chromium	0.0321	0.0100	0.0250		mg/L	1	05/29/24 10:04 AM
Lead	0.293	0.00150	0.00500		mg/L	1	05/29/24 01:57 PM
Selenium	<0.0100	0.0100	0.0250		mg/L	1	05/29/24 10:04 AM
Silver	<0.00500	0.00500	0.0100		mg/L	1	05/29/24 10:04 AM

Qualifiers:	*	Value exceeds TCLP Maximum Concentration Level	C	Sample Result or QC discussed in the Case Narrative
	DF	Dilution Factor	E	TPH pattern not Gas or Diesel Range Pattern
	J	Analyte detected between MDL and RL	MDL	Method Detection Limit
	ND	Not Detected at the Method Detection Limit	RL	Reporting Limit
	S	Spike Recovery outside control limits	N	Parameter not NELAP certified

CLIENT: Lone Star Environmental Services
Work Order: 2405243
Project: Old Bastrop Bridge

ANALYTICAL QC SUMMARY REPORT**RunID: CETAC2_HG_240529B**

The QC data in batch 115551 applies to the following samples: 2405243-01A

Sample ID: MB-115551	Batch ID: 115551	TestNo: SW1311/7470A	Units: mg/L							
SampType: MBLK	Run ID: CETAC2_HG_240529B	Analysis Date: 5/29/2024 9:11:53 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Mercury	<0.0000800	0.000200
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Sample ID: MB-TCLP-115500	Batch ID: 115551	TestNo: SW1311/7470A	Units: mg/L							
SampType: MBLK	Run ID: CETAC2_HG_240529B	Analysis Date: 5/29/2024 9:14:09 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Mercury	<0.000400	0.00100
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Sample ID: LCS-115551	Batch ID: 115551	TestNo: SW1311/7470A	Units: mg/L							
SampType: LCS	Run ID: CETAC2_HG_240529B	Analysis Date: 5/29/2024 9:16:24 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Mercury	0.00180	0.000200	0.002000	0	90.0	85	115
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Sample ID: LCSD-115551	Batch ID: 115551	TestNo: SW1311/7470A	Units: mg/L							
SampType: LCSD	Run ID: CETAC2_HG_240529B	Analysis Date: 5/29/2024 9:18:41 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Mercury	0.00194	0.000200	0.002000	0	97.0	85	115	7.49	15
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Sample ID: 2405243-01AMS	Batch ID: 115551	TestNo: SW1311/7470A	Units: mg/L							
SampType: MS	Run ID: CETAC2_HG_240529B	Analysis Date: 5/29/2024 9:23:12 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Mercury	0.00960	0.00100	0.01000	0.0006500	89.5	80	120
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Sample ID: 2405243-01AMSD	Batch ID: 115551	TestNo: SW1311/7470A	Units: mg/L							
SampType: MSD	Run ID: CETAC2_HG_240529B	Analysis Date: 5/29/2024 9:25:28 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Mercury	0.00960	0.00100	0.01000	0.0006500	89.5	80	120	0	15
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Sample ID: 2405243-01ASD	Batch ID: 115551	TestNo: SW1311/7470A	Units: mg/L							
SampType: SD	Run ID: CETAC2_HG_240529B	Analysis Date: 5/29/2024 9:27:44 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Mercury	<0.00200	0.00500	0	0.0006500				0	10
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Qualifiers: B Analyte detected in the associated Method Blank
J Analyte detected between MDL and RL
ND Not Detected at the Method Detection Limit
RL Reporting Limit
J Analyte detected between SDL and RL

DF Dilution Factor
MDL Method Detection Limit
R RPD outside accepted control limits
S Spike Recovery outside control limits
N Parameter not NELAP certified

CLIENT: Lone Star Environmental Services
Work Order: 2405243
Project: Old Bastrop Bridge

ANALYTICAL QC SUMMARY REPORT

RunID: CETAC2_HG_240529B

Sample ID: 2405243-01APDS	Batch ID: 115551	TestNo: SW1311/7470A	Units: mg/L							
SampType: PDS	Run ID: CETAC2_HG_240529B	Analysis Date: 5/29/2024 9:30:00 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Mercury	0.0126	0.00100	0.01250	0.0006500	95.6	85	115			

Qualifiers: B Analyte detected in the associated Method Blank
J Analyte detected between MDL and RL
ND Not Detected at the Method Detection Limit
RL Reporting Limit
J Analyte detected between SDL and RL

DF Dilution Factor
MDL Method Detection Limit
R RPD outside accepted control limits
S Spike Recovery outside control limits
N Parameter not NELAP certified

CLIENT: Lone Star Environmental Services
Work Order: 2405243
Project: Old Bastrop Bridge

ANALYTICAL QC SUMMARY REPORT

RunID: ICP-MS4_240529B

The QC data in batch 115550 applies to the following samples: 2405243-01A

Sample ID: MB-115550	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: MBLK	Run ID: ICP-MS4_240529B	Analysis Date: 5/29/2024 1:47:00 PM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Lead <0.000300 0.00100

Sample ID: MB-115500-TCLP	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: MBLK	Run ID: ICP-MS4_240529B	Analysis Date: 5/29/2024 1:49:00 PM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Lead <0.00150 0.00500

Sample ID: LCS-115550	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: LCS	Run ID: ICP-MS4_240529B	Analysis Date: 5/29/2024 1:51:00 PM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Lead 0.188 0.00100 0.2000 0 94.2 80 120

Sample ID: LCSD-115550	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: LCSD	Run ID: ICP-MS4_240529B	Analysis Date: 5/29/2024 1:53:00 PM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Lead 0.190 0.00100 0.2000 0 95.1 80 120 0.947 15

Sample ID: 2405243-01A SD	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: SD	Run ID: ICP-MS4_240529B	Analysis Date: 5/29/2024 1:59:00 PM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Lead 0.290 0.0250 0 0.2929 1.01 20

Sample ID: 2405243-01A PDS	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: PDS	Run ID: ICP-MS4_240529B	Analysis Date: 5/29/2024 2:12:00 PM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Lead 1.19 0.00500 1.000 0.2929 89.7 75 125

Sample ID: 2405243-01A MS	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: MS	Run ID: ICP-MS4_240529B	Analysis Date: 5/29/2024 2:14:00 PM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Lead 1.24 0.00500 1.000 0.2929 94.4 75 125

Qualifiers: B Analyte detected in the associated Method Blank
J Analyte detected between MDL and RL
ND Not Detected at the Method Detection Limit
RL Reporting Limit
J Analyte detected between SDL and RL

DF Dilution Factor
MDL Method Detection Limit
R RPD outside accepted control limits
S Spike Recovery outside control limits
N Parameter not NELAP certified

CLIENT: Lone Star Environmental Services
Work Order: 2405243
Project: Old Bastrop Bridge

ANALYTICAL QC SUMMARY REPORT

RunID: ICP-MS4_240529B

Sample ID: 2405243-01A MSD	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: MSD	Run ID: ICP-MS4_240529B	Analysis Date: 5/29/2024 2:16:00 PM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Lead	1.27	0.00500	1.000	0.2929	97.7	75	125	2.65	15	

Qualifiers: B Analyte detected in the associated Method Blank
J Analyte detected between MDL and RL
ND Not Detected at the Method Detection Limit
RL Reporting Limit
J Analyte detected between SDL and RL

DF Dilution Factor
MDL Method Detection Limit
R RPD outside accepted control limits
S Spike Recovery outside control limits
N Parameter not NELAP certified

CLIENT: Lone Star Environmental Services
Work Order: 2405243
Project: Old Bastrop Bridge

ANALYTICAL QC SUMMARY REPORT

RunID: ICP-MS5_240529A

The QC data in batch 115550 applies to the following samples: 2405243-01A

Sample ID: MB-115550	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: MBLK	Run ID: ICP-MS5_240529A	Analysis Date: 5/29/2024 9:47:00 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Arsenic	<0.00200	0.00500
Barium	<0.00300	0.0100
Cadmium	<0.000300	0.00100
Chromium	<0.00200	0.00500
Selenium	<0.00200	0.00500
Silver	<0.00100	0.00200

Sample ID: MB-115500-TCLP	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: MBLK	Run ID: ICP-MS5_240529A	Analysis Date: 5/29/2024 9:50:00 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Arsenic	<0.0100	0.0250
Barium	<0.0150	0.0500
Cadmium	<0.00150	0.00500
Chromium	<0.0100	0.0250
Selenium	<0.0100	0.0250
Silver	<0.00500	0.0100

Sample ID: LCS-115550	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: LCS	Run ID: ICP-MS5_240529A	Analysis Date: 5/29/2024 9:54:00 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Arsenic	0.200	0.00500	0.2000	0	99.8	80	120
Barium	0.196	0.0100	0.2000	0	98.1	80	120
Cadmium	0.194	0.00100	0.2000	0	97.2	80	120
Chromium	0.194	0.00500	0.2000	0	97.0	80	120
Selenium	0.174	0.00500	0.2000	0	87.0	80	120
Silver	0.196	0.00200	0.2000	0	98.1	80	120

Sample ID: LCSD-115550	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: LCSD	Run ID: ICP-MS5_240529A	Analysis Date: 5/29/2024 9:59:00 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Arsenic	0.202	0.00500	0.2000	0	101	80	120	1.28	15
Barium	0.195	0.0100	0.2000	0	97.3	80	120	0.759	15
Cadmium	0.194	0.00100	0.2000	0	97.2	80	120	0.007	15
Chromium	0.195	0.00500	0.2000	0	97.6	80	120	0.673	15
Selenium	0.177	0.00500	0.2000	0	88.3	80	120	1.43	15
Silver	0.194	0.00200	0.2000	0	97.2	80	120	0.899	15

Qualifiers:	B Analyte detected in the associated Method Blank	DF Dilution Factor
	J Analyte detected between MDL and RL	MDL Method Detection Limit
	ND Not Detected at the Method Detection Limit	R RPD outside accepted control limits
	RL Reporting Limit	S Spike Recovery outside control limits
	J Analyte detected between SDL and RL	N Parameter not NELAP certified

CLIENT: Lone Star Environmental Services
Work Order: 2405243
Project: Old Bastrop Bridge

ANALYTICAL QC SUMMARY REPORT

RunID: ICP-MS5_240529A

Sample ID: 2405243-01A SD	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: SD	Run ID: ICP-MS5_240529A	Analysis Date: 5/29/2024 10:06:00 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Arsenic	<0.0500	0.125	0	0				0	20	
Barium	0.0946	0.250	0	0.09482				0.232	20	
Cadmium	0.0138	0.0250	0	0.01289				6.46	20	
Chromium	<0.0500	0.125	0	0.03214				0	20	
Selenium	<0.0500	0.125	0	0				0	20	
Silver	<0.0250	0.0500	0	0				0	20	

Sample ID: 2405243-01A PDS	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: PDS	Run ID: ICP-MS5_240529A	Analysis Date: 5/29/2024 10:25:00 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Arsenic	0.946	0.0250	1.000	0	94.6	75	125			
Barium	1.07	0.0500	1.000	0.09482	98.0	75	125			
Cadmium	0.983	0.00500	1.000	0.01289	97.0	75	125			
Chromium	0.987	0.0250	1.000	0.03214	95.5	75	125			
Selenium	0.826	0.0250	1.000	0	82.6	75	125			
Silver	0.953	0.0100	1.000	0	95.3	75	125			

Sample ID: 2405243-01A MS	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: MS	Run ID: ICP-MS5_240529A	Analysis Date: 5/29/2024 10:28:00 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Arsenic	0.981	0.0250	1.000	0	98.1	75	125			
Barium	1.08	0.0500	1.000	0.09482	99.0	75	125			
Cadmium	0.982	0.00500	1.000	0.01289	96.9	75	125			
Chromium	0.991	0.0250	1.000	0.03214	95.9	75	125			
Selenium	0.833	0.0250	1.000	0	83.3	75	125			
Silver	0.962	0.0100	1.000	0	96.2	75	125			

Sample ID: 2405243-01A MSD	Batch ID: 115550	TestNo: SW1311/6020B	Units: mg/L							
SampType: MSD	Run ID: ICP-MS5_240529A	Analysis Date: 5/29/2024 10:30:00 AM	Prep Date: 5/28/2024							
Analyte	Result	RL	SPK value	Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual

Arsenic	0.991	0.0250	1.000	0	99.1	75	125	1.01	15	
Barium	1.10	0.0500	1.000	0.09482	101	75	125	1.50	15	
Cadmium	0.999	0.00500	1.000	0.01289	98.7	75	125	1.79	15	
Chromium	1.01	0.0250	1.000	0.03214	97.7	75	125	1.79	15	
Selenium	0.837	0.0250	1.000	0	83.7	75	125	0.414	15	
Silver	0.976	0.0100	1.000	0	97.6	75	125	1.53	15	

Qualifiers: B Analyte detected in the associated Method Blank
J Analyte detected between MDL and RL
ND Not Detected at the Method Detection Limit
RL Reporting Limit
J Analyte detected between SDL and RL

DF Dilution Factor
MDL Method Detection Limit
R RPD outside accepted control limits
S Spike Recovery outside control limits
N Parameter not NELAP certified