



BID SET

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FIELD STORE ROAD LIFT STATION DIVERSION
CITY OF WALLER, TEXAS

CITY OF WALLER

IDS Project No. 2227-012-00
Contract No. 1

MARCH 2025

This document is released for the purpose of bidding under
the authority of Travis S. Sellers, P.E. 81134 on 3/11/2025.
It is not to be used for construction purposes.

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CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

FIELD STORE ROAD LIFT STATION DIVERSION
Project No. 2227-012-00, Contract No. 1
CITY OF WALLER, TEXAS

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NOTICE TO BIDDERS

CITY OF WALLER will receive sealed bids for construction of "FIELD STORE ROAD LIFT STATION DIVERSION, Project No. 2227-012-00, Contract No. 1; CITY OF WALLER, Texas" at the City of Waller, City Hall (1218 Farr Street, Waller, Texas 77484). The project includes the installation of new sanitary sewer to bypass the existing Field Store Lift Station and outfall into an existing manhole at the intersection of Pine Street and Mills Street. A Pre-bid will be held in person on **Wednesday, March 19, 2025, at 2:00 p.m** Local Time. The Prebid will be held at the City of Waller, City Hall (1218 Farr St, Waller, Texas 77484). Bids will be publicly opened and read on **Thursday, March 27, 2025, at 10:00 a.m.** Local Time at the City of Waller, City Hall. The Pre-bid conference is not mandatory.

Proposals must be accompanied by a certified or cashier's check or a bid bond from a surety company holding a permit in the State of Texas for an amount equal to 5% of the amount bid. The amount of said certified or cashier's check or bond will be forfeited to the OWNER and the bank or surety shall be liable to the OWNER for the amount in the event the successful bidder shall fail or refuse to enter into a contract or furnish bonds as hereafter required within ten (10) days after the date of notice of award.

The successful bidder must furnish a performance bond and a payment bond on the forms provided, each in the amount of 100% of the Contract price from a surety company licensed by the State of Texas.

Copies of the bidding documents may be reviewed and obtained from www.CivcastUSA.com: search "City of Waller Field Store Road Lift Station Diversion". Bidders must register on this website in order to view and/or download specifications, plans, and other related documents for this project. There is NO charge to view or download documents.

The OWNER reserves the right to reject any or all bids and to waive informalities or irregularities in bidding. In case of lack of clarity in stating prices, the OWNER reserves the right to consider the most advantageous construction thereof, or reject the bid.

CITY OF WALLER

SECTION B

INSTRUCTIONS TO BIDDERS

1. Preparation of Bids:

Unless otherwise directed submit complete hard copy bid packages to the City of Waller, City Hall (1218 Farr Street, Waller, Texas 77484). Prepare bids in accordance with the Contract Documents including but not limited to the Notice to Bidders, the Instructions to Bidders, and any instructions on the Proposal and Bid Sheet. If optional or alternate items are included in the Proposal and bidder does not wish to bid these items, enter the words NO BID in the appropriate space. Alternate bids will not be considered unless specifically requested in the proposal form. Any statement or letter qualifying the bid will be cause for rejection.

2. Owner:

The OWNER reserves the right to reject any or all bids and to waive informalities and irregularities in bidding. Contract award will be made to the responsible bidder who, in the OWNER's judgment, will be most advantageous to the OWNER and result in the best and most economical completion of the project.

3. Bidders:

Bidders desiring further information or interpretation must request such information or interpretation from the ENGINEER. Should a Bidder discover a discrepancy or an omission in plans or specifications, he should at once notify the ENGINEER via the Q&A feature for the project on CivCast so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the ENGINEER will be considered official or binding.

4. Award of Contract:

The OWNER reserves the right to reject any and all bids. Unless the OWNER rejects all bids, an award will be made as quickly as possible consistent with the time required to analyze the bids. The award of the Contract may be made on the BASE BID only or any combination of the BASE BID AND ALTERNATE BIDS.

5. Conditions of Work:

Bidders are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligation to furnish material and labor necessary to complete the project.

The soils report and log of borings is available for Bidder's information only. The report is not a warranty of subsurface conditions, nor is it a part of the Contract Documents. Bidders are expected to examine the site and such reports and then decide for themselves the character of the materials to be encountered.

SECTION B - INSTRUCTION TO BIDDERS

OWNER and ENGINEER disclaim any responsibility for the accuracy, true location, and extent of the surface and subsurface investigations that have been prepared by others. OWNER and ENGINEER further disclaim responsibility for interpretation of that data by Bidders, i.e. projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water.

6. Time of Completion:

Attention is directed to the proposal wherein either a blank space is provided for the bidder to enter the number of calendar days within which he agrees to complete the work, unless the completion time is specified by the OWNER.

7. Substitutions:

Where materials or equipment are specified by a trade or brand name, it is not the intention of OWNER to discriminate against an equivalent product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equivalent basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

8. Modification and Withdrawal of Bids:

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered (in the same manner bids are to be delivered) to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within twenty-four 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, that bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

9. Qualifications of Bidders:

Proposals must be accompanied by a statement of the qualifications of the Bidder to properly execute the work. Statement should be on the form provided. In addition, complete information on any work which the Bidder failed to complete or abandoned within one year period to date of proposal should be included.

10. Financial Statement:

Each Proposal must be accompanied by a statement of the financial condition of the bidder as reflected by his most recently prepared statement. Submit in a sealed envelope marked, "Financial Statement of (name of bidder) for (description of project)". This statement will be examined only if the bidder's Proposal is actively considered for award, otherwise it will be

SECTION B - INSTRUCTION TO BIDDERS

returned unopened after the award of the Contract.

11. Delivery of Proposals:

It is the bidder's responsibility to successfully submit their Proposal at the proper time to the proper place. The fact that a Proposal was partially uploaded but not successfully submitted will not be considered. The bidder must have the Proposal successfully submitted.

12. Number of Signed Sets of Documents:

Agreement and Bonds will be prepared in not less than two counterpart (original signed) sets. OWNER will furnish CONTRACTOR two sets of conforming Contract Documents, Technical Specifications, and six sets of Plans free of charge, and additional sets will be obtained from ENGINEER at commercial reproduction rates.

13. Sales Tax:

Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and accordingly, Contractor shall not collect Texas sales and use taxes from Owner with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provisions for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provisions regarding the exemption of Texas sales and use taxes.

14. Worker's Compensation Insurance:

See the Special Conditions of the Agreement.

SECTION B - INSTRUCTION TO BIDDERS

15. Questions:

- A. Submit questions about the bidding instruments to the Engineer by no later than four full business days prior to the bid opening time and date.
- B. Necessary replies will be issued to bidders of record as addenda, which become a part of the bidding instruments. Oral instructions do not form a part of the bidding instruments.

16. Certificate of Interested Parties:

Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the City may not award a contract to an bidder unless the bidder has provided to the City a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the time prescribed for the award of the contract. The TEC Form 1295 may be provided to the City via facsimile or electronically; however, the original signed and notarized TEC Form 1295 complete with certificate number must be physically delivered to the City within two business days of the award. Following the award of the contract, the City will notify the TEC of the receipt of each completed TEC Form 1295, and the completed form will be on the TEC's website and will be accessible by the public. The City reserves the right to reject any bid that does not comply with the requirements prescribed herein or to waive any such requirements. For purposes of completing the TEC Form 1295, the entity's name is **CITY OF WALLER** and the contract ID number is **2227-012-00, FIELD STORE ROAD LIFT STATION DIVERSION**. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, an entity intending to bid on a contract should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the City that its bid is the apparent winning bid.

END OF SECTION B

PROPOSAL TO
CITY OF WALLER
FOR
FIELD STORE ROAD LIFT STATION DIVERSION
Project No. 2227-012-00, Contract No. 1
CITY OF WALLER, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of contract, instructions to bidders, specifications and plans, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein, and for the prices set forth in the attached bid sheets.

It is understood that the work to be done will be paid for at the bid unit price or bid lump sum price as hereinafter established for each item subject to the provisions of the General or Special Conditions governing increases or decreases of bid quantities.

It is further understood and agreed that the work is to be completed in full within 150 calendar days after notification to proceed, and that the undersigned proposes to begin work promptly after notification to proceed.

_____ [CONTRACTOR] declares that:

As required by Section 2271.002 of the Texas Government Code, said **CONTRACTOR** hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the phrase “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 in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Pursuant to Section 2252.152 of the Texas Government Code, said **CONTRACTOR** verifies that it is not engaged in active business operations with Sudan, Iran, or a foreign terrorist organization. For purposes of this Agreement, the phrase “foreign terrorist organization” means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

Chapter 2276 – Anti - Boycott of Energy Companies Verification. By signing and entering into the Contract, Contractor verifies, pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Contract. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

Chapter 2274 – Anti - Discrimination of Firearm Entity or Firearm Trade Association Verification. By signing and entering into the Contract, Contractor verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Contract. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned

subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

Chapter 2275 - Lone Star Infrastructure Protection Act Verification. If under this Contract, Contractor is granted direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Contractor verifies, pursuant to Chapter 2275 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session), that neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code. The term "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Contractor hereby certifies that it is not an entity that contracts with or provides supplies or services to a foreign terrorist organization, as defined by Section 2252.151(2), Texas Government Code, and has not been identified as a company known to have contracts with or provide supplies or services to a foreign terrorist organization as identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code.

(CONTRACTOR)

Attest:

Signature: _____

Printed Name: _____

Date: _____

Address: _____

Phone No. _____

Email Address: _____

SEAL

(Certification if Bidder is a Corporation)

I, _____, certify that I am the secretary of the corporation herein termed CONTRACTOR; and that the person whose name appears above was and is _____ (TITLE) of said corporation; and that this Contract was duly signed for and in behalf of said corporation by authority of its governing body, and such contract is within the scope of its corporate powers.

Signed: _____

(Corporate Seal)

BID FORM

A. BASE UNIT PRICE TABLE (GENERAL ITEMS):

Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in Figures
1	01502	Mobilization	LS	1		
2	01506	Diversion Pumping	LS	1		
3	01555	Traffic Control and Regulation, including all signs, traffic barriers, control devices, all required permits, uniformed peace officers, etc.	LS	1		
4	01578	Control of Ground and Surface Water	LS	1		
5	01740	Site Restoration, Including Hydro Mulch Seeding all Disturbed Areas	LF	1177		
6	01740	Site Restoration, 2" Crushed Gravel Parking Area for City Park, Complete in Place	LS	1		
7	01570	Filter Fabric Fence	LF	1090		
8	01554	Remove and Replace Traffic Signs	EA	7		
9	02221	Remove and Dispose of Asphaltic Surfacing w/ or w/o base, all depths	SY	1246		
10	02221	Remove and Dispose 6-inch Diameter Sanitary Sewer	LF	118		
11	02201	Field Store Road Lift Station - Demolition and Abandonment, Salvage & Legal Disposal of existing pumps, piping, valves, electrical and instrumentation devices, legal disposal of sludge/solid waste in lift station wet well, abandonment of existing wet well, backfill of removed areas, cut, plug, and abandonment of 6" force main, and removal of 8" sanitary sewer, as shown in plans and specifications	LS	1		
12	02260	Trench Safety System for Trench Excavations	LF	1177		
13	HC 432	Grade 1 Riprap, 18" Thick	SY	103		
TOTAL BASE UNIT PRICES (FOR GENERAL ITEMS)						\$ _____

B. BASE UNIT PRICE TABLE (SANITARY SEWER ITEMS):

Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in Figures
14	02082, 02090	4-ft dia. Corrosion resistant precast concrete sanitary sewer manhole, sealed, bolted, and vented	EA	6		
15	02082, 2090	4-ft dia. Corrosion resistant precast concrete doghouse sanitary sewer manhole with cast-in-place base, sealed, bolted, and vented	EA	2		
16	02082	Extra depth - 4-ft dia. Precast sanitary sewer manhole	VF	25		
17	02531	18-inch PVC (SDR 35 / PS 46) Sanitary Sewer by Open Cut Construction	LF	1131		
18	02531	Special installation of 18-inch PVC (SDR 35 / PS 46) Sanitary Sewer with 30" steel casing w/ protective coating with additional Cement Stabilized Sand Backfill as shown in plans, Complete in Place	LF	46		
TOTAL BASE UNIT PRICES (FOR SANITARY SEWER ITEMS)						\$ _____

C. BASE UNIT PRICE TABLE (PAVING ITEMS):

Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in Figures
19	02951	Pavement Repair and Restoration, Including 3-Inch HMAC TY D, 8-Inch Flex Base, and 6" Cement Stabilized Subgrade as shown in plans	SY	1246		
TOTAL BASE UNIT PRICES (FOR PAVING ITEMS)						\$ _____

D. EXTRA UNIT PRICE TABLE (To be used only as directed by the Engineer)

Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in Figures
20	02318	Extra placement of granular backfill	CY	50	\$ _____ \$6.00 ⁽¹⁾	
21	02318	Extra Machine Excavation	CY	100	\$ _____ \$30.00 ⁽¹⁾	
22	02318	Extra Excavation Around Obstructions	CY	50	\$ _____ \$30.00 ⁽¹⁾	
23	02318	Extra Cement Stabilized Sand	CY	100	\$ _____ \$20.00 ⁽¹⁾	
24	02318	Extra Hand Excavation	CY	20	\$ _____ \$50.00 ⁽¹⁾	
25	02318	Special Bedding for Wet Trench Conditions	CY	100	\$ _____ \$50.00 ⁽¹⁾	
26	02951	Extra HMAC TY D	TON	5	\$ _____ \$140.00 ⁽¹⁾	
27	01578	Furnish and Install Dewatering System, Including Well Points, Deep Wells, and/or Eductors, Complete in Place	LF	500	\$ _____ \$25.00 ⁽¹⁾	
TOTAL EXTRA UNIT PRICES						\$ _____

I. TOTAL AMOUNT BID**\$ _____**

(Add Totals for A, B, C, and D above)

Footnotes for Tables A through D:

- (1) Minimum Bid Price determined prior to Bid. Can be increased by the Bidder, but not decreased, by crossing out the Minimum and inserting revised price on the line above. Cannot be decreased by the Bidder.

SECTION D

AGREEMENT

STATE OF TEXAS

CITY OF WALLER

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between CITY OF WALLER hereinafter termed OWNER, and _____, a Texas corporation hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the CONTRACTOR agrees to commence and complete the construction of certain improvements described as follows:

FIELD STORE ROAD LIFT STATION DIVERSION
Project No. 2227-012-00, Contract No. 1
CITY OF WALLER, Texas,
according to those particular Plans and Technical Specifications
prepared by Engineer
in the initial Contract Price of \$_____

and all extra work in connection therewith, and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the General and Special Conditions of the Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and addenda therefore as prepared by IDS ENGINEERING GROUP, hereinafter termed ENGINEER, each of which has been identified by the endorsement of the CONTRACTOR, and together with the CONTRACTOR's written Proposal, and the Performance and Payment Bonds thereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence the Work (as such term is defined in the Contract Documents) within ten days after the date written notice to do so shall be given to him by OWNER and to fully complete the Work to the satisfaction of OWNER within 150 calendar days after the date of the written notice to commence Work.

Owner agrees to pay Contractor for completion of the Work in accordance with the Contract Documents the initial Contract Price of _____ (\$_____), plus or minus any increases or decreases to the initial Contract Price as provided by the Contract. Contractor will be paid in current funds for the performance of the Contract in accordance with the Bid submitted therefor, subject to additions and deductions as approved by Change Order under the Contract Documents, and to make payments on account thereof as provided therein.

The CONTRACTOR is and at all times shall remain an independent CONTRACTOR, solely responsible for the manner and method of completing its Work under this Contract, with full power and authority to select the means, method and manner of performing such Work, so long as the Work complies with this Contract including the drawings and technical specifications.

The CONTRACTOR agrees that it shall be solely responsible for the safety of its employees and all other persons and shall be solely responsible for determining the course of action necessary to protect all persons, including members of the public, from bodily injury or property damage during its Work on the project, including the erection of barricades or the installation of other traffic or pedestrian control measures.

As part of the consideration for the payments and agreements hereinafter mentioned, **CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF WHATSOEVER NATURE AND CHARACTER WHICH MAY BE ASSERTED BY ANY PERSON OR ENTITY IN CONNECTION WITH CONTRACTOR'S WORK (INCLUDING THE WORK OF SUBCONTRACTORS) ON THE PROJECT, AND THIS INDEMNITY AND HOLD HARMLESS AGREEMENT IS SPECIFICALLY INTENDED TO COVER ALL COSTS OF FUTURE LITIGATION, INCLUDING ATTORNEY'S FEES AND OTHER DEFENSE COSTS.**

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, successors, assigns and legal representatives to the other party hereto, its officers, directors, shareholders, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

THE GENERAL AND SPECIAL CONDITIONS ATTACHED TO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER THE LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF THE WORK.

EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL AND SPECIAL CONDITIONS, AND ALL OTHER ATTACHMENTS TO THIS AGREEMENT AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL ATTACHMENTS HERETO AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this CONTRACT and CONTRACTOR agrees that the Contract can be terminated if CONTRACTOR knowingly or intentionally fails to comply with a requirement of that subchapter.

CONTRACTOR declares that it has not received from a governmental body a notice of noncompliance with a provision of Subchapter J, Chapter 552, Texas Government Code, or, if such a notice has been received, CONTRACTOR has taken adequate steps to ensure future compliance with such subchapter and has provided or upon request will provide documentation of same.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF WALLER _____
OWNER

CONTRACTOR

By: _____

By: _____

ATTEST:

ATTEST:

(Certification if Bidder is a Corporation)

I, _____, certify that I am the secretary of the corporation herein termed the CONTRACTOR; and that the person whose name appears above was and is _____ of said corporation,

Title

and that this Contract was duly signed for and in behalf of said Corporation by authority of its governing body, and such contract is within the scope of its corporate powers.

SIGNED:

(Corporate Seal)

SECTION E

PERFORMANCE BOND

STATE OF TEXAS

CITY OF WALLER

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____, County of
_____, and State of _____, as Principal, and

authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and firmly
bound unto _____
_____ (OWNER) in the penal sum
of _____
_____ Dollars (\$ _____), for payment whereof, the said Principal and
Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders,
partners, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the
_____ day of _____, 20____, for

FIELD STORE ROAD LIFT STATION DIVERSION
Project No. 2227-012-00, Contract No. 1
CITY OF WALLER, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
at length herein. This bond is executed pursuant to the provisions of Chapter 2253, Texas Government
Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions
of said Chapter 2253 to the same extent as if it were copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and
singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the
Principal to be observed and performed during the original term of the Contract and any extensions
thereof that may be granted by Owner, and during the life of any guaranty or warranty required under
the Contract, and according to the true intent and meaning of said Contract and the Contract Documents
and the Plans and Specifications related thereto, then this obligation shall be void; otherwise to remain in
full force and effect. Surety, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans,
specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and
it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of
the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

Principal

Surety

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

Telephone

The name and address of the Resident Agent of Surety is:

Telephone

SECTION F

PAYMENT BOND

STATE OF TEXAS

CITY OF WALLER

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____, County of
_____, and State of _____, as Principal, and
_____ authorized under the laws of the State of Texas to act as
Surety on bonds for Principals, are held and firmly bound unto
_____ (OWNER) in the penal sum
of _____
_____ Dollars (\$_____), for the payment whereof, the said Principal and
Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders,
partners, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the
_____ day of _____, 20___, for

FIELD STORE ROAD LIFT STATION DIVERSION
Project No. 2227-012-00, Contract No. 1
CITY OF WALLER, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
at length herein. This bond is executed pursuant to the provisions of Chapter 2253, Texas Government
Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions
of said Chapter 2253 to the same extent as if it were copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall
pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work
provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and
effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the contract, or to the work performed thereunder, or the documents, plans,
specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and
it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of
the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

Telephone

The name and address of the Resident Agent of Surety is:

Telephone

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GENERAL CONDITIONS OF AGREEMENT

1. DEFINITION OF TERMS

1.01 OWNER, CONTRACTOR AND ENGINEER. The OWNER, the CONTRACTOR and the ENGINEER are those persons or organization identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

1.02 CONTRACT DOCUMENTS. The Contract Documents shall consist of the Notice to Bidders (Advertisement), Instructions to Bidders, Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of the Agreement, Special Conditions of Agreement, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Bidders, Technical Specifications, Plans, and General Conditions of Agreement.

1.03 SUBCONTRACTOR. The term Subcontractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.04 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.05 WORK. The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

1.06 EXTRA WORK. The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR's proposal, except as provided under "Changes and Alterations", herein.

1.07 WORKING DAY. A "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.08 CALENDAR DAY. "Calendar Day" is any day of the week or month, no days being excepted.

1.09 SUBSTANTIALLY COMPLETED. By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

2.01 OWNER-ENGINEER RELATIONSHIP. The ENGINEER will be the OWNER's representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER's representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER's instructions to the CONTRACTOR shall be issued through the ENGINEER.

2.02 PROFESSIONAL INSPECTION BY ENGINEER. The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR's or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

2.03 PAYMENTS FOR WORK. The ENGINEER shall review CONTRACTOR's applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER's professional judgement that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

2.04 INITIAL DETERMINATIONS. The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER's decision shall be rendered in writing within a reasonable time. Should the ENGINEER fail to make such a decision within a reasonable time, appeal to arbitration may be taken as if his decision had been rendered against the party appealing.

2.05 OBJECTIONS. In the event the ENGINEER renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with the ENGINEER within thirty days his written objection to the decision, and by such action may reserve the right to submit the question so raised to arbitration as hereinafter provided.

2.06 LINES AND GRADES. Unless otherwise specified, all lines and grades shall be furnished by the ENGINEER or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. The CONTRACTOR shall give the ENGINEER ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR's expense.

2.07 CONTRACTOR'S DUTY AND SUPERINTENDENCE. The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR, in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent CONTRACTOR, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR's attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said plans and specifications.

2.08 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2.09 CHARACTER OF WORKERS. The CONTRACTOR agrees to employ only orderly and competent persons, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any personnel on the work are, in his opinion, incompetent, unfaithful or disorderly, such person or persons shall be discharged from the work and shall not again be employed on the work without the ENGINEER's written consent.

2.10 CONTRACTOR'S BUILDINGS. The building of structures for housing personnel, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the

sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

2.11 SANITATION. Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.

2.12 SHOP DRAWINGS. The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other CONTRACTOR, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER's approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the ENGINEER's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR's responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent CONTRACTOR as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR's performance hereunder.

2.13 PRELIMINARY APPROVAL. The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reflect any material furnished, and in the event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval, he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

2.14 DEFECTS AND THEIR REMEDIES. It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

2.15 CHANGES AND ALTERATIONS. The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for

the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment". If the amount of work is increased, and the work can fairly be classified under the specifications, such increase for such work under this contract will be paid for as provided for in the unit price items under Section 5 "Measurement and Payment", otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE. The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

3.02 OWNERSHIP OF DRAWINGS. All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

3.03 RIGHT OF ENTRY. The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

3.04 COLLATERAL CONTRACTS. The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, except where such delays are specifically mentioned elsewhere in the Contract Documents.

3.05 DISCREPANCIES AND OMISSIONS. It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

3.06 EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

3.07 DAMAGES. In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, thereby causing loss to the CONTRACTOR, the OWNER agrees that it will reimburse the CONTRACTOR for such loss. In the event the OWNER or any of its subcontractors of any tier, is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by

others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

3.08 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent CONTRACTOR.

3.09 PERFORMANCE AND PAYMENT BONDS. Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds in the forms provided by the OWNER for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of Treasury of the United States.

The successful bidder must submit, within 10 days after the date of the Owner's Notice of Award, Payment and Performance Bonds on the forms furnished, in the amount of 100% of the total contract price. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by laws or regulations or the Contract Documents. The surety company issuing Payment and Performance Bonds must: (a) be authorized to do business in the State of Texas as evidenced by licensing through the State Board of Insurance; (b) be authorized to issue Payment and Performance Bonds in the amount required for the contract as indicated by the records of the State Board of Insurance; (c) for bonds over \$100,000, hold a certificate of authority from the United States Secretary of Treasury to qualify as a surety on obligations permitted or required under federal law ("Certificate of Authority") or have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in Texas and holds a Certificate of Authority; and (d) have a rating of at least "B+" in the current Best's Key Rating Guide and a financial size category of "XIII" or better.

The person executing a Payment and Performance Bond must be licensed as a Texas Local Recording Agent through the State Board of Insurance as required by the laws of the State of Texas and such licensing must be recorded in the files of the State Board of Insurance.

The person executing the Payment and Performance Bonds must hold an appointment from the surety company to execute Payment and Performance Bonds and bind such surety, and such appointment must be recorded in the office of the State Board of Insurance.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR's proposal.

3.10 LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

3.11 PROTECTION OF ADJOINING PROPERTY; INDEMNIFICATION. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such

damage on account of his failure to fully protect all adjoining property. **THE CONTRACTOR AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE OWNER AND ENGINEER AGAINST ANY CLAIM OR CLAIMS FOR DAMAGES DUE TO ANY INJURY TO ANY ADJACENT OR ADJOINING PROPERTY ARISING OR GROWING OUT OF THE PERFORMANCE OF THE CONTRACT; BUT ANY SUCH INDEMNITY SHALL NOT APPLY TO ANY CLAIM OF ANY KIND ARISING OUT OF THE EXISTENCE OR CHARACTER OF THE WORK.**

3.12 PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES; INDEMNIFICATION. **THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER AND ENGINEER HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT.** When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails to do so, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

3.13 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION; INDEMNIFICATION. The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or OWNER. **THE CONTRACTOR SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT OR COPYRIGHT RIGHTS AND SHALL INDEMNIFY AND SAVE THE OWNER AND ENGINEER HARMLESS FROM ANY LOSS ON ACCOUNT THEREOF, EXCEPT THAT THE OWNER SHALL DEFEND ALL SUCH SUITS AND CLAIMS AND SHALL BE RESPONSIBLE FOR ALL SUCH LOSS WHEN A PARTICULAR DESIGN, DEVICE, MATERIAL OR PROCESS OR THE PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS SPECIFIED OR REQUIRED BY THE OWNER; PROVIDED, HOWEVER, IF CHOICE OF ALTERNATE DESIGN, DEVICE, MATERIAL OR PROCESS IS ALLOWED TO THE CONTRACTOR, THEN CONTRACTOR SHALL INDEMNIFY AND SAVE OWNER HARMLESS FROM ANY LOSS ON ACCOUNT THEREOF.** If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

3.14 LAWS AND ORDINANCES. The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

3.15 ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power

of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

3.16 INDEMNIFICATION. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE ENGINEER AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGEMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH DAMAGES, CLAIM, LOSS, DEMAND, SUIT, JUDGEMENT, COST OR EXPENSE:

- 1. IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND,**
- 2. IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.**

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, change orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

3.17 INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract, whether such operations be by himself or by any Subcontractors or by anyone directly or indirectly employed by any of them, or any anyone for whose acts any of them may be liable:

1. Worker's compensation claims, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages; and
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

3.17.1 CERTIFICATE OF INSURANCE. Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days prior written notice has been given to the OWNER and shall contain a provision naming OWNER and ENGINEER as additional insureds.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all subcontractors.

4. PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION. It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

4.02 EXTENSION OF TIME. Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR's control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER, provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

4.03 HINDRANCES AND DELAYS. No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgement of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.

5. MEASUREMENT AND PAYMENT

5.01 QUANTITIES AND MEASUREMENTS. No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

5.02 ESTIMATED QUANTITIES. This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than, or 20% less than the estimated or contemplated quantity for such

items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 20% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) percent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work".

5.03 PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

5.04 PARTIAL PAYMENTS. On or before the 10th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER for approval or modifications a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 15th day of the current month the total amount of the approved statement, less 10 percent of the amount thereof, which 10 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may - upon written recommendation of the ENGINEER - pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER's option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment".

5.05 USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR's opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR's list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

5.06 FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the

OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.

5.07 FINAL PAYMENT. Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or before the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.

5.08 PAYMENTS WITHHELD. The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
4. Damage to another CONTRACTOR.
5. Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
6. Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 DELAYED PAYMENTS. Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments", until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments be not promptly made, as provided under "Partial Payments", to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract", less such payments withheld in accordance with the provisions of "Payments Withheld".

6. EXTRA WORK AND CLAIMS

6.01 CHANGE ORDERS. Without invalidating this Agreement, the OWNER may, at any time or from time to time, order addition, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

6.02 MINOR CHANGES. The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the

CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

6.03 EXTRA WORK. It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expense, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and, a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractor of America. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) percent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR's Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost".

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any order or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to arbitration, as herein below provided.

6.04 TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty

(30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER's decision, any demand for arbitration shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of delivery to CONTRACTOR of the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

6.05 ARBITRATION. All questions of dispute under this Agreement shall be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three, one named in writing by each party, and the third chosen by the two arbiters so selected; or if the arbiters fail to select a third within ten (10) days, he shall be chosen by a District Judge serving the County in which the major portion of the project is located, unless otherwise specified. Should the party demanding arbitration fail to name an arbiter within ten (10) days of the demand, his right to arbitrate shall lapse, and the decision of the ENGINEER shall be final and binding on him. Should the other party fail to choose an arbiter within ten (10) days, the ENGINEER shall appoint such arbiter. Should either party refuse or neglect to supply the arbiters with any papers or information demanded in writing, the arbiters are empowered by both parties to take ex parte proceedings.

The arbiters shall act with promptness. The decision of any two shall be binding on both parties to the contract. The decision of the arbiters upon any question submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbiters shall fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbiters must be made in writing.

7. ABANDONMENT, TERMINATION, AND SUSPENSION OF CONTRACT

7.01 ABANDONMENT BY CONTRACTOR. In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another CONTRACTOR in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners.

7.01.1 The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense

of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completely by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

7.01.2 The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 herein above, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, than all machinery, equipment, tools, material or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper OWNERS. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

7.02 ABANDONMENT BY OWNER. In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR of the total amount wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all

Extra Work performed at the prices agreed upon, or provided for by CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.

7.03 TERMINATION BY THE OWNER FOR CAUSE

7.03.1 The Owner may terminate the Contract if the Contractor:

1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. Persistently disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
3. Otherwise is guilty of material breach of a provision of the Contract Documents.

7.03.2 When any of the above reasons exists, the Owner may, without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and Surety seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the Surety:

1. Request that Surety complete the Work; or
2. Take possession of the site and of all equipment, tools, and construction equipment and machinery thereon owned by the Contractor; and
3. Finish the Work by whatever reasonable method the Engineer may deem expedient.

7.03.3 After receipt of a notice of termination, and except as otherwise directed by the Engineer, the Contractor shall:

1. Stop Work under the Agreement on the site and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work (if any) under the Agreement which is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work under the Agreement which is terminated;
4. Assign to the Owner, in the manner, at the times, and to the extent directed by the Engineer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated. The Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval of the Engineer;
6. Take such action as may be necessary, or as the Engineer may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor, and in which the Owner has or may acquire an interest.
7. Secure the Project in a safe state before leaving the site, providing any necessary safety measures, shoring, or other devices.

7.03.4 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 7.03.1, the Contractor shall not be entitled to receive further payment until the Work is complete, subject to the provisions of Paragraph 7.03.5.

7.03.5 If the unpaid balance of the Contract Price exceeds the costs of finishing the Work, including liquidated damages and other amounts due under this Contract, such balance shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be

paid to the Contractor or Owner, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive termination of the Contract.

7.04 TERMINATION BY THE OWNER FOR CONVENIENCE

7.04.1 The Owner may, without cause, and without prejudice to any other rights or remedies of the Owner, terminate employment of the Contractor in whole or part by giving the Contractor and Surety seven-days written notice.

7.04.2 After receipt of a notice of termination, and except as otherwise directed by the Owner, the Contractor shall conform to the requirement of Paragraph 7.04.3.

7.04.3 After receipt of a notice of termination, the Contractor shall submit to the Owner its termination claim, in the form required by the Engineer. Such claim shall be submitted to Owner promptly, but in no event later than two months from the effective date of termination, unless one or more extensions in writing are granted by the Owner. If the Contractor fails to submit its termination claim within the time allowed, the Engineer shall determine, on the basis of available information, the amount, if any, due to the Contractor because of the termination. The Owner shall then pay the Contractor the amount so determined.

7.04.4 If the Owner and Contractor fail to agree on the amount to be paid Contractor because of the termination of the Agreement or part thereof, the Engineer will determine, on the basis of information available to the Engineer, the amount due (if any) to the Contractor by reason of the termination as follows:

1. The Contract Price for all Work performed in accordance with Contract Documents up to the date of termination determined in the manner prescribed for monthly payments in Article 5, except no retainage shall be withheld by the Owner either for payment determined by percentage of completion or for materials and equipment delivered to the site, in storage, or in transit.
2. Reasonable termination expenses, including the costs for settling and paying claims arising out of termination of work under subcontracts and purchase orders, the reasonable cost of preservation and protection of Owner property after termination (if required) and the cost of termination claim preparation. Termination expenses do not include field or central office overhead, salaries of employees of the Contractor or litigation costs including attorney fees.

No amount will be allowed for anticipated profit or central office overhead on the uncompleted Work, or any cost of lost profit for any other business of the Contractor alleged to be damaged by the termination.

7.04.5 Contractor shall promptly remove from the site construction equipment, tools, and temporary facilities, except such temporary facilities, which Owner may wish to purchase and retain.

7.04.6 Contractor shall cooperate with Owner during the transition period.

7.04.7 Owner will take possession of the Work and materials delivered to the site, in storage or in transit as of the date, or dates, specified in the termination notice and will be responsible for maintenance, utilities, security, and insurance, as stated in the notice of termination.

7.05 SUSPENSION BY THE OWNER FOR CONVENIENCE

7.05.1 The Owner may, without cause, after giving the Contractor and the Contractor's Surety notice, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Engineer may determine.

7.05.2 An adjustment shall be made in the Contract Time equivalent to the length of time of the suspension.

7.05.3 An adjustment shall be made for the increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption in accordance with Article 6. No adjustment shall be made to the extent:

1. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
2. That an adjustment is made or denied under another provision of the Contract.

7.06 TERMINATION BY THE CONTRACTOR

7.06.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of the Contractor, Subcontractor, or their agents or employees, or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction;
2. An act of government, such as a declaration of national emergency, making material unavailable;
3. If repeated suspensions by the Owner as described in Paragraph 7.05 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

7.06.2 If the Agreement is terminated pursuant to this provision, Contractor shall file a Claim for termination expenses in accordance with the requirements of Paragraph 7.04.

END OF DOCUMENT

SECTION H

SPECIAL CONDITIONS OF THE AGREEMENT

1. The work covered by these documents is entitled "FIELD STORE ROAD LIFT STATION DIVERSION, Project No. 2227-012-00, Contract No. 1, CITY OF WALLER, TEXAS" to be performed for CITY OF WALLER. The site of the project is Field Store Rd, Main St, Mills St (Key Map 282 U) Waller County, Texas.

2. Description of Work:

2.01 CONTRACTOR shall furnish all materials, appliances, tools, equipment, transportation, services and all labor and superintendence necessary for construction of the work described herein. The completed work shall not lack any part which can be reasonably implied as necessary for proper and useful operation of the facility.

2.02 The work, in general, consists of the following:

- A. Installation of Pollution Prevention Measures.
- B. Construction of sanitary sewer and appurtenances via open cut and trenchless construction.
- C. Connection of sanitary sewer to existing manhole.
- D. Diversion pumping.
- E. Testing of constructed facilities.
- F. Abandonment of existing sanitary sewer.
- G. Demolish existing Lift Station.
- H. Site cleanup and restoration.

2.03 Contract drawings include the following:

Sheet No.	Description
1	Cover Sheet
2	General Construction Notes
3	Overall Project Layout
4	Survey Control Sheet (Sheet 1 of 2)
5	Survey Control Sheet (Sheet 2 of 2)
6	Plan and Profile (Sheet 1 of 4)
7	Plan and Profile (Sheet 2 of 4)
8	Plan and Profile (Sheet 3 of 4)
9	Plan and Profile (Sheet 4 of 4)
10	Traffic Control Plan (Sheet 1 of 5)
11	Traffic Control Plan (Sheet 2 of 5)
12	Traffic Control Plan Phase I (Sheet 3 of 5)
13	Traffic Control Plan Phase II (Sheet 4 of 5)
14	Traffic Control Plan Phase III (Sheet 5 of 5)
15	Stormwater Pollution Prevention Plan
16	Stormwater Pollution Prevention Plan Details

17	Paving Details
18	Sanitary Sewer Details (Sheet 1 of 3)
19	Sanitary Sewer Details (Sheet 2 of 3)
20	Sanitary Sewer Details (Sheet 3 of 3)

3. Permits: NOT USED

4. Utilities:

No utilities are available at the project site. CONTRACTOR shall make all arrangements for and pay for any utility service required during construction of this project.

5. Construction Surveying Services: NOT USED

6. Laboratory Tests: NOT USED

7. Protection of Existing Facilities:

Existing facilities including landscaping, grass, etc., disturbed or damaged by construction, shall be restored or repaired to original or better condition at CONTRACTOR's expense within 7 calendar days of damage.

The CONTRACTOR is responsible for repair and clean-up of broken manholes, buried valve boxes, broken sewer pipe, and all other damage to District facilities caused by construction activities within 7 calendar days of damage.

8. Sub-Surface Conditions:

It is not represented that all existing underground structures are shown on the plans. When existing utilities or underground structures not shown on the plans are encountered which constitute obstruction to proposed construction, the ENGINEER shall be notified immediately. The ENGINEER is to determine action to be taken.

9. Soil Conditions: NOT USED

10. Form of Specifications:

10.01 Specifications are of the abbreviated, simplified or streamlined type and include incomplete sentences. The omission of words or phrases such as "the CONTRACTOR shall", "in conformity therewith", "Shall be", "as noted on the drawings", "according to the plans", "a", "an", "the", and "all" are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings.

10.02 The specifications are interpreted to require that the CONTRACTOR shall provide all items, articles, materials, operation or methods listed, mentioned or scheduled whether on the plans or specified therein, or both, including all labor, materials, equipment and incidentals necessary and required for their completion.

- 10.03 Whenever the words "approved", "satisfactory", "designated", "submitted", "observed", or similar words or phrases are used it shall be assumed that the word "ENGINEER" follows the verb as the object of the clause, such as "approved by the ENGINEER".
- 10.04 All references to standard specifications or manufacturer's installation directions shall mean the latest edition thereof.
- 10.05 Reference to technical society, organization, body or code is made in specifications in accordance with the following abbreviations:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AIEEE	American Institute of Electrical and Electronic Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum Institute
ASA	American Standards Association
ASTM	American Society for Testing Materials
AWS	American Welding Society
AWWA	American Water Works Association
FS	Federal Specifications
IPCEA	Insulated Power Cable Engineer's Association
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
UL	Underwriter's Laboratory

- 10.06 Some specification items cover construction requirements and materials in comprehensive manner, and only pertinent portions of these items apply.
- 10.07 For construction specifications or details not detailed in plans and/or specifications use relevant City of Houston standard.
- 10.08 Certain specifications published by the City of Houston and City Of Waller are included in this contract by reference. Items so referenced shall apply as if fully repeated herein and references shall be interpreted to mean the latest revision thereof with any amendments.

11. Other Contracts:

The CONTRACTOR is advised that other work may be underway in the area simultaneously. Each CONTRACTOR will be required to coordinate his activities with the others.

12. Access to Installation Site(s):

12.01 The site(s) is(are) shown on contract drawings.

12.02 Prior to submitting a bid, CONTRACTOR shall investigate the(se) site(s) and define any potential construction problems and/or delivery route restrictions for the components to be supplied.

13. Partial Payments:

13.01 The payment schedule established by Paragraph 5.04 of the General Conditions shall be modified as follows:

CONTRACTOR shall submit estimates to the ENGINEER for approval on or before the 25th day of each month.

13.02 Partial payment estimates will be processed on the attached forms supplied by the ENGINEER.

13.03 Payment will be made by check by the last day of the following month.

13.04 No payment for mobilization, drawing preparation submittals, or off site activities will be paid for unless specifically provided for in the appropriate Technical Specification.

13.05 Along with the monthly payment estimate, the CONTRACTOR shall submit (1) a certification that all work performed to date complies with the plans and specifications, (2) work schedule with progress to date illustrated, and (3) request for time extensions due to weather delays.

14. Arbitration:

Item 6.05 Arbitration of Section G - General Conditions of Agreement is deleted from this contract.

15. Schedule:

15.01 CONTRACTOR shall be required to submit a proposed bar schedule for completion of the work. The schedule shall show each major item of work (description of work involved), the number of working days required to complete the item and the estimated start time of each item.

15.02 Each monthly payment request from CONTRACTOR shall be accompanied by a current schedule showing the number of days worked on each item and the estimated start time for each item not started.

15.03 CONTRACTOR shall submit contract time extension requests due to weather or other delays on a monthly basis along with the Application & Certificate for Payment. These forms must be submitted regardless of whether or not any time extensions are being requested. The ENGINEER will review and either approve, modify or deny the requests

for time extensions.

16. Liquidated Damages for Delay:

The CONTRACTOR and the OWNER agree that time is of the essence of this CONTRACT. The CONTRACTOR and the OWNER agree that a breach of this CONTRACT by failure to complete the Work in the specified time will cause harm to the OWNER, and further agree that the harm the OWNER would sustain and the actual measure of damages the OWNER would incur from the breach are incapable or very difficult of ascertainment. Therefore, the CONTRACTOR and the OWNER agree that for each and every calendar day the Work or any portion thereof shall remain uncompleted after the expiration of the time limit set in the CONTRACT, or as extended under the provisions of the General Conditions, CONTRACTOR shall be liable to OWNER for liquidated damages in the sum of \$500 per calendar day for each day the project is not completed in the time allowed plus approved extensions, which sum the parties agree is a reasonable forecast of the damages the OWNER will sustain per day that the work remains uncompleted and in no way constitutes a penalty. The OWNER shall have the option to deduct and withhold the amount of any liquidated damages from any monies that the OWNER owes the CONTRACTOR or to recover such amount from the CONTRACTOR or the Sureties on the CONTRACTOR'S bond.

17. General Prosecution of Work and Wet Ground Conditions:

The CONTRACTOR is expected to prosecute the work diligently and continuously, weather permitting, and is also expected to take such reasonable steps as necessary to clean up and dewater the site after rain delays. Examples of reasonable steps include pumping trenches, cutting temporary ditches to relieve standing water, etc. These steps will be expected to be performed at no extra cost by the CONTRACTOR. Extensions of contract time will not be granted for "wet ground conditions" if no good faith effort is made by the CONTRACTOR to remedy such conditions.

18. Storage of Equipment and Materials:

18.01 CONTRACTOR furnished equipment and materials shall be stored in such a manner as to protect it from the elements, prevent damage to, corrosion of, deterioration of, or loss of materials or components.

18.02 Materials and equipment shall be stored on high ground on a suitable working surface free of mud and water.

19. Award of Contract:

It is anticipated that an award will be made as quickly as possible consistent with the time required to analyze the bids. However, the bid price amounts contained in the Bid Sheet of the Proposal shall remain firm for 120 days following submittal of the Bid.

20. Authorization of Work:

CONTRACTOR is informed that no work is to be performed under this contract except as authorized specifically by a work order issued by the ENGINEER. CONTRACTOR is further informed that OWNER reserves the right to construct the project in phases, each phase to be covered by a separate work order.

21. Certificate of Insurance:

The CONTRACTOR and his Subcontractors shall obtain insurance and file valid Certificates of Insurance with the OWNER as required by Section 3.17 and 3.17.1 of the General Conditions, which shall also name the OWNER and the ENGINEER as an "additional insured" and provide that the insurance carrier will provide the OWNER and the ENGINEER with thirty (30) days advance written notice of any change, cancellation, or termination of any such coverages.

- 21.01 Comprehensive General Liability Insurance for Bodily Injury and Property Damage to a combined single limit of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Coverages are to include the following:
- a. Premises and Operations
 - b. Blanket Contractual
 - c. Personal Injury Liability extending to claims arising from employees of the CONTRACTOR
 - d. CONTRACTOR's Protective Liability for work let or sublet
 - e. Products and Completed Operations
 - f. Broad Form Property Damage
 - g. Explosions, collapse and underground damage, as required
- 21.02 Comprehensive Auto Liability Insurance, including owned, non-owned, hired or leased automobiles used in connection with this work, with bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.
- 21.03 Excess and Umbrella Liability Insurance in a form following the underlying coverages in an amount of \$2,000,000 each occurrence and \$2,000,000 aggregate.
- 21.04 The CONTRACTOR shall be responsible for maintaining insurance coverage at his option and expense to cover tools, equipment, etc., owned or rented, the capital value of which is not included in the cost of the work.
- 21.05 Insurance policies are to be written by companies authorized to do business under the laws of the State of Texas and to be acceptable to the OWNER. All insurance policies with the exception of Worker's Compensation shall name the OWNER and the ENGINEER as additional named insureds. The OWNER has the right to demand a copy of all insurance policies.
- 21.06 Each policy must contain an endorsement to the effect that the insurer waives any claim or right in the nature of subrogation to recover against the Owner, Developer, and Engineer, and their respective officers, agents or employees.
- 21.07 CONTRACTOR shall carry and pay premiums for an equipment floater policy to cover equipment while in transit, temporarily in warehouse or elsewhere, and while at job site during installation and until work is completed and turned over to the OWNER.

22. Workers' Compensation Insurance Coverage

22.01 Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement from the Texas Workers Compensation Commission (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR's / person's work on the project has been completed and accepted by the OWNER.

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

22.02 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.

22.03 The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the contract.

22.04 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 OWNER showing that coverage has been extended.

22.05 The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:

- a. a certificate of coverage, prior to that person beginning work on the project, so the OWNER 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 the project.

- 22.06 The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 22.07 The CONTRACTOR shall notify the OWNER and the ENGINEER 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.
- 22.08 The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- 22.09 The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a 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 §401.011(44) for all 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:
 - i. a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. a new certificate of coverage showing extension of the coverage period, 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 Owner 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 other person with whom it contracts to perform as required by paragraphs a. through f., with the certificate of coverage to be provided to the person from whom they are providing services.

22.10 By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that 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.

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

23. Final Approval and Guarantee:

23.01 The work is to be completed to the satisfaction of the OWNER.

23.02 CONTRACTOR to guarantee all work to be free from defect due to faulty workmanship or materials for a period of one year from date of acceptance of the work by the OWNER. CONTRACTOR shall repair defects which develop in construction during that time upon notice by the OWNER to do so. No provisions of this contract shall relieve CONTRACTOR of this guarantee. Failure of the CONTRACTOR to promptly repair or replace defect upon notice shall entitle OWNER to perform the necessary work and recover cost of the same from CONTRACTOR and /or his surety.

23.03 All warranties from subcontractors, suppliers, and manufacturers shall be written to the Owner using the Owner's name.

24. Shop Drawings and Performance Data Submittals:

24.01 CONTRACTOR will furnish factory certified shop drawings and performance data of reinforcing placement, concrete design mixes, steel structures, mechanical equipment, electrical equipment, and other pertinent items which have been specifically spelled out in the contract drawings or the Technical Specifications, or as deemed necessary by the ENGINEER.

24.02 Sufficient time should be allowed for the ENGINEER to check shop drawings. The minimum review time in the ENGINEER's office shall be two weeks.

24.03 No work shall commence prior to receipt by CONTRACTOR of ENGINEER's formal response

to shop drawings for that sequence of work.

- 24.04 All work shall be performed only in accordance with ENGINEER's formal response to shop drawings, including any exceptions which have been so noted and dated by the ENGINEER.
- 24.05 Review by the ENGINEER of shop drawings will in no way be construed as an approval of the means and methods of construction to be used by the CONTRACTOR. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS TO BE USED AND THE SAFETY OF ITS EMPLOYEES AND ALL OTHER PERSONS ON THE JOB SITE.
- 24.06 Samples of work to be supplied to the OWNER or ENGINEER as specified in the Technical Specifications shall be presented a minimum of 30 days prior to planned construction.
- 24.07 Submit 4 copies of documents unless otherwise specified in the Specifications.
- 24.08 Apply Contractor's stamp, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.
- 24.09 As a minimum, Contractor's Stamp shall include: Contractor's name, job number, submittal number, certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents, and signature line for Contractor.

25. Maintenance of Drainage:

During project construction, the Contractor shall maintain the function and capacity of existing drainage channels, overland flow routes, roadside ditches, storm sewers, or other drainage systems in and adjacent to the project site. It shall be the responsibility of the Contractor to include techniques in his construction procedure necessary to avoid limiting the function of existing drainage systems. These techniques include, but are not limited to, cutting temporary swales and/or pumping surface water to facilitate drainage of the project site or adjacent property. No extra pay.

At no time shall the Contractor construct improvements or temporarily place construction materials which may block overland drainage from property adjacent to the project site or which may result in ponding of water on property adjacent to the project site. Where the Contractor believes improvements called for on the construction drawings may block drainage from adjacent properties, the Contractor shall notify the Engineer prior to construction.

26. Limitation of Water Supply Service Shutdown:

Any operations requiring shutdown of existing water supply or distribution facilities must be approved by the ENGINEER. The CONTRACTOR will be responsible for notifying existing users 24 hours prior to any planned shutdown. No shutdown of over 8 hours will be approved.

27. Traffic Control:

Unless otherwise set forth in these specifications, the CONTRACTOR shall receive no direct compensation for furnishing, erecting, and maintaining the necessary barricades, lights, flares,

signs or for any other materials necessary for the good and proper safety, convenience, and direction of traffic during the period prior to final inspection and acceptance.

28. Dewatering:

It is the responsibility of the CONTRACTOR to include techniques in his construction procedure consistent with a wet environment. These techniques would include but not be limited to well points, sheet piles, ditches and sump pumping.

29. Working Times:

The Contractor is advised that all construction activity shall be limited to those times included in the definition of working days included in the General Conditions, unless otherwise approved by the Engineer.

30. Sales Taxes:

Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and accordingly, Contractor shall not collect Texas sales and use taxes from Owner with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provisions for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provisions regarding the exemption of Texas sales and use taxes.

31. Labor Classification and Minimum Wage Scale:

31.01 Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall determine the general prevailing wage rate received by the classes of workers employed on projects similar to this project and shall specify in the call for bids and in the Contract the applicable minimum wage rates. The statute further provides that the Contractor or subcontractors shall pay, as a penalty, to the Owner sixty dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. The Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract.

The statute likewise requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them in the construction

of the Project and to show the actual per diem wages paid to each worker. These records are open to the inspection of the Owner.

31.02 The minimum wage rates that apply to this Contract are specified in the attachment hereto. Contractor and subcontractors shall review and ascertain such wage rates and pay at least such minimum rates.

32. Materials:

All work incorporated into the project shall be constructed with new materials unless otherwise specified.

33. As-Built Drawings:

Prior to final acceptance of the project, CONTRACTOR shall provide project record drawings indicating as-built conditions. Drawings may be red-lined on original plans indicating all field changes in construction.

END OF SECTION H

ATTACHMENT A
LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

EXHIBIT "A"

LABOR CLASSIFICATIONS AND PREVAILING WAGE RATES FOR
ENGINEERING CONSTRUCTION 2024

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Cement Mason / Concrete Finisher- Paving and Structures	\$12.98 **	Power Equipment Operator, Foundation Drill, Truck Mounted	\$15.89 **
Electrician * 3 Journeyman to 2 Apprentices Allowed	\$27.11	Power Equipment Operator, Front End Loader, 3 CY or less	\$13.32 **
Form Builder / Form Setter- Paving and Curb	\$12.34 **	Power Equipment Operator, Front End Loader, over 3 CY	\$13.17 **
Form Builder / Form Setter- Structures	\$12.23 **	Power Equipment Operator, Loader/Backhoe	\$14.29 **
Laborer, Asphalt Raker	\$12.36 **	Power Equipment Operator, Mechanic	\$16.96 **
Laborer, Common	\$11.02 **	Power Equipment Operator, Milling Machine	\$13.53 **
Laborer, Flagger	\$10.33 **	Power Equipment Operator, Motor Grader, Fine Grade	\$15.69 **
Laborer, Pipelayer	\$12.12 **	Power Equipment Operator, Motor Grader, Rough	\$14.23 **
Laborer, Utility	\$11.73 **	Power Equipment Operator, Off Road Hauler	\$14.60 **
Laborer, Work Zone Barricade Servicer	\$11.67 **	Power Equipment Operator, Pavement Marking Machine	\$11.18 **
Painter (Structures)	\$18.62	Power Equipment Operator, Piledriver	\$14.95 **
Power Equipment Operator, Asphalt Distributor	\$14.06 **	Power Equipment Operator, Roller, Asphalt	\$11.95 **
Power Equipment Operator, Asphalt Paving Machine	\$14.32 **	Power Equipment Operator, Roller, Other	\$11.57 **
Power Equipment Operator, Broom or Sweeper	\$12.68 **	Power Equipment Operator, Scraper	\$13.47 **
Power Equipment Operator, Concrete Paving Finishing Machine	\$13.07 **	Power Equipment Operator, Spreader Box	\$13.58 **
Power Equipment Operator, Concrete Paving, Curing, Float Texturing Machine	\$11.71 **	Servicer	\$13.97 **
Power Equipment Operator, Concrete Saw	\$13.99 **	Steel Worker, Reinforcing Steel	\$15.15 **
Power Equipment Operator, Crane, Hydraulic 80 tons or less	\$13.86 **	Steel Worker, Structural Steel	\$14.39 **
Power Equipment Operator, Crane, Lattice boom 80 tons or less	\$14.97 **	Steel Worker, Structural Steel Welder	\$12.85 **
Power Equipment Operator, Crane, Lattice boom over 80 tons	\$15.80 **	Truck Driver, Low Boy Float	\$16.03 **
Power Equipment Operator, Crawler Tractor	\$13.68 **	Truck Driver, Single Axle	\$11.46 **
Power Equipment Operator, Excavator, 50,000 pounds or less	\$12.71 **	Truck Driver, Single-or Tandem Axle Dump	\$11.48 **
Power Equipment Operator, Excavator, over 50,000 pounds	\$14.53 **	Truck Driver, Tandem Axle Tractor w/ Semi-Trailer	\$12.27 **
Power Equipment Operator, Foundation Drill, Crawler Mounted	\$17.43		
Welders - Receive rate prescribed for craft performing operation to which welding is incidental			
* Apprentices- must be in an approved USDOL Program and cannot exceed ratios.			
** 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.			
Apprentice certification certificates must be supplied with the first weekly payroll upon which the apprentice's name appears. Laborers cannot be utilized when Apprentices are shown.			

ATTACHMENT B

PAY ESTIMATE FORMS

- Application and Certificate for Payment
- Monthly Work Completed
- Affidavit of Bills Paid
- Waiver and Lien Release Upon Partial Payment
- Request for Extension of time
- Affidavit of Final Bills Paid
- Waiver and Lien Release Upon Final Payment

APPLICATION AND CERTIFICATE FOR PAYMENT

Project:

Project Manager:

Engineer: IDS Engineering Group

Project No.:

Contractor:

Owner:

Application Date:

Application No.:

Notice to Proceed Date:

Contract Duration: ___ Calendar Days

Period From:

To:

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		Additions \$	Deletions \$
Subsequent Change Orders Number	Approved (date)		

Net Change by Change Orders _____

Weather Days Requested To Date:
Liquidated Damages Assessed: None

Weather Days Granted:

Application is made for Payment, as shown below, in connection with the attached Contract Continuation Sheet(s).

The present status of the account for this Contract is as follows:

Original Contract Sum	_____
Net Changes by Change Order	\$ _____ -
Contract sum to Date	\$ _____ -
Total Completed to Date	\$ _____ -
Retainage <u>10</u> %	\$ _____ -
Total Earned Less Retainage	\$ _____ -
Less Previous Certificates for Payment	\$ _____ -
Current Payment Due	\$ _____ -

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payment received from the Owner and that the current payment shown herein is now due.

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown above.

Contractor: _____ 0 _____

Engineer: IDS Engineering Group _____

Signed by: _____ Date: _____

Signed By: _____ Date: _____

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

Monthly Work Completed

PROJECT:

DATE:

CONTRACTOR:

OWNER:

PROJECT NO:

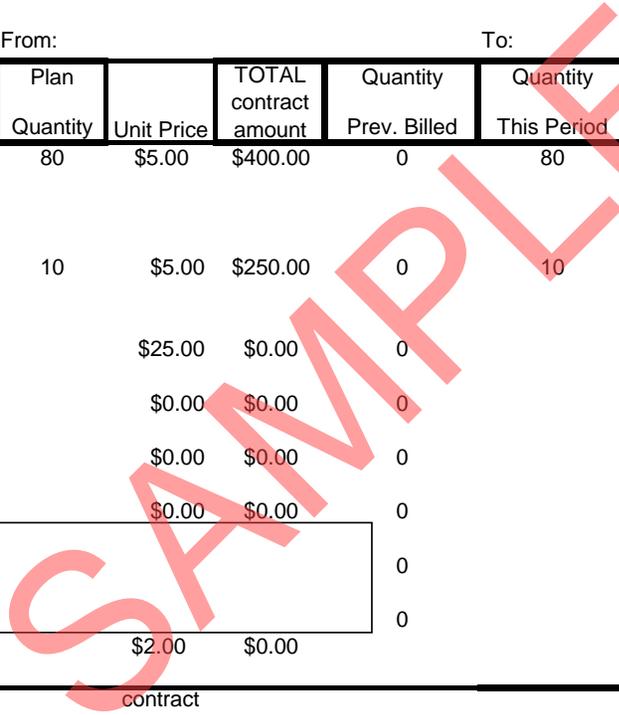
From:

To:

ITEM	DESCRIPTION	UNITS	Plan Quantity	Unit Price	TOTAL contract amount	Quantity Prev. Billed	Quantity This Period	Amt Due this Estimate	Total quantity to date	Total Due To Date
1	Furnish and Install Filter Fabric Fence per plans and specifications, Complete in Place:	L.F.	80	\$5.00	\$400.00	0	80	\$400.00	80	\$400.00
2	Furnish and Install club inlet protection barrier, Complete in Place:	EA.	10	\$5.00	\$250.00	0	10	\$250.00	10	\$250.00
3				\$25.00	\$0.00	0		\$0.00	0	\$0.00
4				\$0.00	\$0.00	0		\$0.00	0	\$0.00
5				\$0.00	\$0.00	0		\$0.00	0	\$0.00
6				\$0.00	\$0.00	0		\$0.00	0	\$0.00
7				\$2.00	\$0.00	0		\$0.00	0	\$0.00
8				\$2.00	\$0.00	0		\$0.00	0	\$0.00
contract total					\$650.00	Subtotal this estimate		\$650.00	Total Work to Date	650.00
						Less 10%		\$65.00	Less 10% Retainage	\$65.00
						Subtotal		\$585.00	Sub-Total	\$585.00
						Plus reduced retainage		\$0.00	Less Previous Payments	\$0.00
						Total amount due		585.00	Total Amount Due	585.00

SAMPLE DOCUMENT
Pay Request No. 1

These two amounts should be the same



Monthly Work Completed

PROJECT: Clearing, Grubbing and Final Grading for Twin Oaks Village Sections 6, 7 8
and Phase 4 Detention Facilities

DATE:

JOB NO: 740-031-00, Contract No. 1

From:

To:

Pay Request No. 2

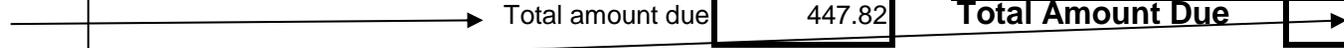
ITEM	DESCRIPTION	UNITS	Plan	Quantity	Quantity	Amt Due this Estimate	Total quantity to date	UNIT	Total Due To Date
			Quantity	Prev. Billed	This Period			PRICE	
1	Clearing and Grubbing, Complete in Place:	AC.	1,201	80	0	\$0.00	80	\$1,201.03	\$96,082.40
2	Furnish Pollution Prevention Measures including Maintenance, Permitting, Construction, Inspections, Reporting, Materials and Labor, Complete in Place:	L.S.	1	10	0	\$0.00	10	\$3,623.99	\$36,239.90
3	Furnish and Install Reinforced Filter Fabric Fence around Back Slope Inerceptors, Complete in Place:	EA.	4	0	1	\$217.44	1	\$217.44	\$217.44
4		L.F.		0		\$0.00	0	\$0.00	\$0.00
5				0		\$0.00	0	\$0.00	\$0.00
6				0		\$0.00	0	\$0.00	\$0.00
7				0		\$0.00	0	\$0.00	\$0.00
8				0		\$0.00	0	\$0.00	\$0.00

SAMPLE
DOCUMENT
Pay Request No. 2

SAMPLE

These two amounts should be the same

	Subtotal this estimate	\$217.44	Total Work to Date	132,539.74
	Less 5%	\$10.87	Less 5% Retainage	\$6,626.99
	Subtotal	\$206.57	Sub-Total	\$125,912.75
	Plus reduced retainage (10% to 5%)	\$241.25	Less Previous Payments	\$4,342.52
	Total amount due	447.82	Total Amount Due	121,570.23



AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF _____

_____ Being first duly sworn, state that he is _____
of _____ of _____ County of Texas, hereinafter call "Company", and
The said Company has performed work and/or furnished _____
hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called "Contract") for
the construction of:

PROJECT: _____
PROJECT NO: _____

That all just and lawful invoices against the Company for Labor, materials and expendable equipment
employed in the performance of the Contract and have been paid in full (with the exception of the
attached invoice) prior to acceptance of payments from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability
arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen
and suppliers.

Executed this _____ day of _____, 20__.

CONTRACTOR

By _____

_____ Title

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, The undersigned authority, on this day personally appeared _____
_____ of _____, a Texas Corporation, known to me
to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to
me that the executed the same as the act and deed of such corporation, for the purpose of consideration
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE ____ day of _____ 20__.

MY COMMISSION EXPIRES:

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

THE STATE OF TEXAS
COUNTY OF _____

The undersigned contracted with _____ to furnish Labor, Materials and Incidental Items in connection with certain improvements to real property located in _____ County, Texas, and owned by _____ which improvements are described as follows:

Project Name: _____

Project Number: _____

In consideration of Pay Estimate No. _____ in the amount of _____ (\$ _____) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid (with the exception of the attached invoice) and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements therein, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Executed this _____ day of _____, 20___. (Contractor)

By _____

Title _____

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, The undersigned authority, on this day personally appeared _____ of _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE _____ day of _____ 20__.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



REQUEST FOR EXTENSION OF TIME

PROJECT: _____

OWNER: _____

ATTENTION: _____ DATE: _____

PROJECT NUMBER: _____

Gentlemen:

We request extension of completion time on our Contract in the amount of ____ Calendar Days specified as follows: (Please circle day of the month)

Month: _____

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Reasons for Request: _____

(Contractor)

By: _____

_____ Recommend approval for extension of _____ calendar days.

_____ Recommend disapproval. (See following comments)

IDS ENGINEERING GROUP

By: _____ Date: _____

AFFIDAVIT OF FINAL BILLS PAID

THE STATE OF TEXAS
COUNTY OF _____

_____ Being first duly sworn, state that he is _____
of _____ of _____ County of Texas, hereinafter call "Company", and
The said Company has performed work and/or furnished _____
hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called "Contract") for
the construction of:

PROJECT: _____
PROJECT NO: _____

That all just and lawful invoices against the Company for Labor, materials and expendable equipment
employed in the performance of the Contract and have been paid in full prior to acceptance of payments
from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability
arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen
and suppliers.

Executed this _____ day of _____, 20__.

CONTRACTOR

By

Title

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, The undersigned authority, on this day personally appeared _____
_____ of _____, a Texas Corporation, known to me
to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to
me that the executed the same as the act and deed of such corporation, for the purpose of consideration
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE ____ day of _____ 20__.

MY COMMISSION EXPIRES:

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

WAIVER AND LIEN RELEASE UPON FINAL PAYMENT

THE STATE OF TEXAS
COUNTY OF _____

The undersigned contracted with _____ to furnish Labor, Materials and Incidental Items in connection with certain improvements to real property located in _____ County, Texas, and owned by _____ which improvements are described as follows:

Project Name: _____

Project Number: _____

In consideration of Pay Estimate No. _____ AND FINAL in the amount of _____ (\$ _____) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid (with the exception of the attached invoice) and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements therein, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Executed this _____ day of _____, 20___. (Contractor)

By _____

Title _____

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, The undersigned authority, on this day personally appeared _____ of _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE _____ day of _____ 20__.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SECTION I

TECHNICAL SPECIFICATIONS

FOR

FIELD STORE LIFT STATION DIVERSION
TO SERVE THE CITY OF WALLER

IDS PROJECT NO. 2227-012-00, CONTRACT NO. 1

The work covered by this contract is to be constructed in accordance with the specifications listed below. All City of Houston – Houston Public Works Specification Divisions 2, 3, and 4 shall apply as if fully repeated and bound herein. All references to City of Houston Division 1 specification within standard City of Houston specifications included herein shall be considered to reference applicable portions of this contract. Where conflict between specifications occur, the most restrictive shall govern.

ITEM 1 City of Houston – Houston Public Works, Standard Construction Specifications for Wastewater Collection Systems, Water Lines, Storm Drainage, Street Paving, and Traffic (2023). The current City of Houston specifications may be found at the Houston Permitting Center website <https://www.houstonpermittingcenter.org/office-city-engineer/design-and-construction-standards>.

ITEM 2 Harris County Engineering Department’s “2023 Standard Specifications for Construction and Maintenance of Roads and Bridges.” The current HCED specifications may be found at the HCED website: www.eng.hctx.net.

ITEM 3 Whenever the word(s) “Project Manager” is used in the technical specifications, it shall be understood to mean the City of Waller (“Owner”).

DIVISION 01 – GENERAL REQUIREMENTS

01110 Summary of Work01-07-2025

CITY OF HOUSTON STANDARD SPECIFICATION(S)

DIVISION 01 – GENERAL REQUIREMENTS

- 01145 USE OF PREMISES
- 01292 SCHEDULE OF VALUES
- 01502 MOBILIZATION
- 01506 DIVERSION PUMPING
- 01554 TRAFFIC CONTROL AND STREET SIGNS
- 01555 TRAFFIC CONTROL AND REGULATION
- 01578 CONTROL OF GROUND AND SURFACE WATER
- 01740 SITE RESTORATION

DIVISION 02 – SITE WORK

- 02082 PRECAST CONCRETE MANHOLES
- 02090 FRAMES, GRATES, RINGS, AND COVERS
- 02136 WASTE MATERIAL HANDLING, TESTING AND DISPOSAL
- 02220 DEMOLITION
- 02221 REMOVING EXISTING PAVEMENTS, STRUCTURES, WOOD, AND DEMOLITION DEBRIS

Doc.**Documents****Title**

02222	ABANDONMENT OF SEWERS
02260	TRENCH SAFETY SYSTEM
02315	ROADWAY EXCAVATION
02316	EXCAVATION AND BACKFILL FOR STRUCTURES
02317	EXCAVATION AND BACKFILL FOR UTILITIES
02318	EXTRA UNIT PRICE WORK FOR EXCAVATION AND BACKFILL
02320	UTILITY BACKFILL MATERIALS
02321	CEMENT STABILIZED SAND
02502	STEEL PIPE AND FITTINGS
02506	POLYVINYL CHLORIDE PIPE
02531	GRAVITY SANITARY SEWERS
02532	SANITARY SEWER FORCE MAINS
02533	ACCEPTANCE TESTING FOR SANITARY SEWERS
02911	TOPSOIL
02921	HYDRO MULCH SEEDING
02922	SODDING
02951	PAVEMENT REPAIR AND RESTORATION

DIVISION 03 – CONCRETE

03315	CONCRETE FOR UTILITY CONSTRUCTION
-------	-----------------------------------

DIVISION 04 – MORTAR

04061	MORTAR
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HARRIS COUNTY STANDARD SPECIFICATION(S)

432	RIPRAP
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END OF SECTION

Section 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work includes work by the City, City-furnished Products, work sequence, Contractor Use of Premises, special conditions for substantial completion and City occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. General Requirements:

1. The completed work shall not lack any part which can be reasonably implied as incidental for proper and useful operation of the facilities. This includes all items of equipment, labor, and materials, whether or not shown in the Contract Documents, where such items are required to fulfill the intent of the Contract, and all shall be in accordance with code requirements, standards of regulatory agencies, manufacturer's recommendations, and acceptable industry practice.
2. The Contractor shall provide a superintendent who can act on behalf of the Contractor to be on site or be available at all times while work is underway.
3. Although some minor items may not be specifically identified by quantity or description, they shall be considered a part of the Work and shall be included in the applicable Proposal Item with which they are a component part.
4. The need for and use of any labor or material not specifically described but necessary to complete the project described by the Contract Documents shall not represent a claim for extra payment.

B. Scope of Work

Work of the Contract is for the diversion of the Field Store Road Lift Station, construction of approximately 1350 linear feet of 18-inch gravity sanitary sewer line by open cut construction and trenchless methods. The work in general, to be performed under this Contract consists of, but is not limited to, the following general tasks, which are more specifically described in the drawings and other sections of these specifications.

1. Installation of 257 LF along Pine Street, 164 LF along Main Street, and 673 LF along Field Store Road of 18-inch Polyvinyl Chloride Pipe (PVC) gravity sanitary sewer by open cut construction methods.

2. Installation of three phases of traffic control. Phase I traffic control will be required during work in the intersection of Pine Street and Mills Street. Phase II will be required during work in the intersection of Main Street and Field Store Road. Phase III will be required during work in the intersection of Taylor Street and Waller Tomball Road with Field Store Road.
 3. Installation of 46 LF of 18-inch Polyvinyl Chloride Pipe (PVC) gravity sanitary sewer by open-cut construction methods encased in 30-inch steel casing under the Field Store Road Ditch with additional Cement Stabilized Sand Backfill.
 4. Demolish existing Field Store Road Lift Station.
 5. Install Riprap in Field Store Road Ditch.
 6. Maintain drainage in Field Store Road Ditch during construction of sanitary sewer and installation of riprap.
 7. Remove and replace approximately 80 square yards of asphalt pavement, base, and subgrade in the intersection of Mills Street and Pine Street.
 8. Remove and replace approximately 106 square yards of asphalt pavement, base, and subgrade on Main Street.
 9. Mill and Overlay 1060 square yards of asphalt pavement on Field Store Road at the intersections with Taylor Street and Waller Tomball Road.
 10. Installation of the sanitary sewer and manholes within City of Waller owned property will require traffic control on City of Waller roadways, stormwater pollution prevention plan implementation per TPDES regulations, shaft installations, dewatering, trench safety, and site restoration, including asphalt roadway pavement demolition and replacement.
 11. Restoration of disturbed sites to equal or better condition.
- 1.03 CASH ALLOWANCES - **NONE**
- 1.04 ALTERNATES – **NOT USED**
- 1.05 CITY-FURNISHED PRODUCTS
- A. Items Furnished by the City for Installation and final connection by Contractor: **NONE.**
- 1.06 CONTRACTOR’S RESPONSIBILITIES:
1. Complete awarded project on time and concurring to project Specifications and Drawings.
 2. Notify citizens of ensuing construction, minimize disruption services and respond timely to citizen concerns. Submit resident and/or business owner door hanger and/or letter for approval. Placement of approved door hanger notifying residents and/or business owners of proposed roadway/infrastructure construction.

3. Respond timely to inquiries from City project personnel.
4. Forward submittals, RFI's, and proposals promptly for Engineer evaluation and response.
5. Employ safe work habits, maintain clean worksite and restore site to an equivalent condition to commencement of work.
6. Attend pre-construction and monthly progress meetings.
7. Locate all on-site utilities, high voltage power lines, high pressure gas lines.
8. Call the utility companies & scout the site for any markers or indications of buried utilities.
9. Submit monthly construction schedule.
10. Review contract drawings and documents for conflicts.
11. Provide contact numbers for persons having authority to make decisions.
12. Submit affidavits for invoices paid.
13. Submit and Verify pay estimates monthly.
14. Update Drug and Insurance Policy Compliance.
15. Create and update "as-built" drawings.
16. Notify and inform Field Inspector of all daily activities.
17. Schedule laboratory activities for material testing.
18. Arrange and pay for Product delivery to site.
19. Receive and unload Products at the site, jointly with the City, inspect for completeness or damage.
20. Handle, store, install, and finish Products.
21. Schedule and closeout of code Enforcement/Traffic Inspections and permits.
22. Respond to Advisory/non-compliance notices in required time allotted by the contract.
23. Protect job site and work area; clean site daily.
24. Request execution of closeout procedures and provide prompt responses.

1.07 WORK SEQUENCE

A. General

1. Implement Traffic Control Plan and Stormwater Pollution Prevention Plan.
2. Work shall begin in the intersection of Mills Street and Pine Street existing manhole 1 and continue upstream.
3. Contractor shall connect new sanitary sewer to existing sanitary to bypass Field Store Road Lift Station.
4. Contractor shall demolish existing Field Store Road Lift Station.
5. Contractor shall cut, plug, and abandon or remove and dispose of existing sanitary sewer pipe.
6. Contractor shall restore site to equal or better condition, cleanup, and demobilize.

1.08 CONTRACTOR USE OF PREMISES

- A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.
- B. Construction Operations: Limited to the City's rights-of-way provided by the City and areas shown or described in the Contract documents.
- C. Utility Outages and Shutdown: Provide a minimum of 72-hours' notice to the City and private utility companies (when applicable), excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.09 WARRANTY

- A. The Contractor shall comply with warranty requirements provisions in accordance with Section H – Special Conditions of the Agreement or technical specifications. Where warranties differ from those identified in Section H and listed in the technical specifications for equipment and associated appurtenances, the contractor shall comply with the longest duration warranty and any accompanying conditions.
- B. Acceptance as noted under warranty in the individual equipment specification begins from the date of Partial Substantial Completion or Substantial Completion for that independent process area or project site, not the individual component in the process area.
- C. The City reserves the right to take beneficial use and operate components of the project equipment, prior to Date of Partial Substantial Completion and training of documented equipment and appurtenances. The Contractor shall be responsible and maintain mechanical/electrical equipment and appurtenances during this period of operation.

- D. The Contractor shall perform Periodic Preventative and Scheduled Maintenance to all mechanical/electrical equipment and appurtenances per the Manufacturer's recommendations preceding Partial Substantial Completion or Substantial Completion in the independent process area or project site as granted by the City.
- E. The Contractor shall extend mechanical/electrical equipment and appurtenance warranties at Partial Substantial Completion to correlate to the duration of such warranties listed at Substantial Completion for the remaining equipment and/or components in the independent process area or project site.

1.10 ADDITIONAL CONDITIONS FOR SUBSTANTIAL COMPLETION

- A. In addition to requirements outlined in Section H – Special Conditions of the Agreement, for Contractor to be substantially completed with the Work and call for inspection by Project Manager to confirm, the following conditions must be met or completed:
 - 1. All testing shall be completed and accepted by the Engineer.
 - 2. All Safety related work including pavement striping, signing and signalization.
 - a. All safety-related systems and equipment shall be installed, accepted by manufacturer's representative and approved for use.
 - 3. All pay items complete report.
 - 4. Approval of warranty documents.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 02220

DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Demolishing and removing existing structures, equipment and materials.
- B. Disposing of demolished materials and equipment.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices

- 1. Measurement for demolition is on a lump sum basis for each contiguous area, including submittal of proposed demolition and removal schedule.
- 2. For removal of pavement, refer to Section 02221 - Removing Existing Pavements and Structures. For abandoned sewers, refer to Section 02222 - Abandonment of Sanitary Sewers.

- B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 SUBMITTALS

- A. Submittals shall conform to requirements of Section H - Submittals.
- B. Submit proposed methods, equipment, materials and sequence of operations for demolition of structures. Describe coordination for shutting off, capping, and removing temporary utilities. Plan operations to minimize temporary disruption of utilities to existing facilities or adjacent property.
- C. Submit proposed demolition and removal schedule for approval. Notify Project Manager in writing at least 48 hours before starting demolition.
- D. Submit an approved copy of demolition schedule to Fire Department prior to commencement of demolition operations.
- E. Obtain a permit for building demolition, as required.

1.04 OWNERSHIP OF MATERIAL AND EQUIPMENT

- A. Protect items designated for reuse or salvage from damage during demolition, handling and storage. Restore damaged items to satisfactory condition.

- B. Materials and equipment not designated for reuse or salvage become the property of the Contractor.

1.05 STORAGE AND HANDLING

- A. Store and protect materials and equipment designated for reuse until time of installation.
- B. Deliver items to be salvaged to City property storage areas indicated on Drawings. Items will be unloaded by City personnel.
- C. Remove equipment and materials not designated for reuse or salvage and all waste and debris resulting from demolition from site. Remove material as work progresses to avoid clutter.

1.06 ENVIRONMENTAL CONTROLS

- A. Minimize spread of dust and flying particles. If required by governing regulations, use temporary enclosures and other suitable methods to prevent the spread of dust, dirt and debris.
- B. Use appropriate controls to limit noise from demolition to levels designated in City ordinances.
- C. Do not use water where it can create dangerous or objectionable conditions, such as localized flooding, erosion, or sedimentation of nearby ditches or streams.
- D. Stop demolition and notify Project Manager if underground fuel storage tanks, asbestos, PCB's, contaminated soils, or other hazardous materials are encountered.
- E. Dispose of removed equipment, materials, waste and debris in a manner conforming to applicable laws and regulations.

PART 2 PRODUCTS

2.01 EQUIPMENT AND MATERIALS FOR DEMOLITION

- A. Use equipment and materials approved under Paragraph 1.03, Submittals.
- B. Fires are not permitted.
- C. Do not use a "drop hammer" where the potential exists for damage to underground utilities, structures, or adjacent improvements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Prior to demolition, make an inspection with Project Manager to determine the condition of existing structures and features adjacent to items designated for demolition.
- B. Project Manager will mark or list existing equipment to remain the property of the City.
- C. Do not proceed with demolition or removal operations until after the joint inspection and subsequent authorization by Project Manager.

3.02 PROTECTION OF PERSONS AND PROPERTY

- A. Provide safe working conditions for employees throughout demolition and removal operations. Observe safety requirements for work below grade.
- B. Maintain safe access to adjacent property and buildings. Do not obstruct roadways, sidewalks or passageways adjacent to the work.
- C. Perform demolition in a manner to prevent damage to adjacent property. Repair damage to City property or adjacent property and facilities.
- D. The Contractor shall be responsible for safety and integrity of adjacent structures and shall be liable for any damage due to movement or settlement. Provide proper framing and shoring necessary for support. Cease operations if an adjacent structure appears to be endangered. Resume demolition only after proper protective measures have been taken.
- E. Erect and maintain enclosures, barriers, warning lights, and other required protective devices.

3.03 UTILITY SERVICES

- A. Follow rules and regulations of authorities or companies having jurisdiction over communications, pipelines, and electrical distribution services.
- B. Notify and coordinate with utility company and adjacent building occupants when temporary interruption of utility service is necessary.

3.04 BUILDING DEMOLITION

- A. Demolish structure to the lines and grades shown on Drawings. Where no limits are shown, the limits shall be 4 inches outside new items to be installed. Removals beyond these limits shall be at the Contractor's expense; satisfactorily reconstruct excess removals.
- B. Proceed with demolition from the top of the structure to the ground. Complete demolition work above each floor or tier before disturbing supporting members of lower levels.

- C. Demolish concrete and masonry in small sections.
- D. Carefully remove structural framing members and lower them to the ground by means of hoists, derricks or other suitable devices.
- E. Do not overload existing roof or structures.
- F. Provide temporary coverings for openings through walls and roof to prevent water damage to buildings and structures which are to remain.
- G. Where existing concrete must be removed, but will be replaced subsequently:
 - 1. Make initial cut with a concrete saw; do not cut reinforcement.
 - 2. After removing concrete, cut cross bars at center of breakout and protect for subsequent concrete work.
- H. Demolish structures to a minimum of 5 feet below finished grade, unless otherwise indicated on Drawings.

3.05 DISPOSAL

- A. Remove from the site all items contained in or upon the structure not designated for reuse or salvage. Conform to requirements of Section 01504 - Temporary Facilities and Controls or Section 01576 - Waste Material Disposal.
- B. Follow method of disposal as required by regulatory agencies.

3.06 BACKFILL

- A. Backfill holes in accordance with specification sections governing materials indicated on Drawings. Where no material is indicated, backfill with approved borrow and compact to a density of 90 percent standard Proctor.
- B. Do not backfill with material from demolition unless approved by Project Manager.

3.07 MECHANICAL WORK ITEMS

- A. Mechanical removals consist of dismantling and removing existing piping, pumps, motors, water tanks, equipment and other appurtenances. It includes cutting, capping, and plugging required to restore use of existing utilities.
- B. Remove existing process, water, chemical, gas, fuel oil and other piping indicated to be removed on Drawings. Take out piping to the limits shown. Piping not indicated on Drawings shall be removed to the nearest solid support, capped, and the remainder left in place even though it does not interfere with new work. Purge chemical and fuel lines and

tanks. Verify that such lines are safe prior to removal or capping.

- C. Where piping that is to be removed passes through existing walls, cut and cap piping on each side of the wall. Use cap appropriate for pipe material to be capped. Provide fire-rated sealant for walls classified as fire-rated.
- D. When underground piping is to be altered or removed, cap the remaining piping. Abandoned underground piping may be left in place unless it interferes with new work or is shown or specified to be removed. Piping less than 15 inches in diameter may be plugged and abandoned in place. For piping 15 inches in diameter and greater to be abandoned, fill with sand, pressure grout or other approved method and plug with concrete or brick masonry bulkhead.
- E. Remove waste and vent piping to points shown. Plug pipe and cleanouts and plugs. Where vent stacks pass through an existing roof that is to remain, remove the stack and patch the hole in the roof, making it watertight. Comply with requirements of existing roof installer so as to maintain roof warranty.
- F. Conform to applicable codes when making any changes to plumbing and heating systems.
- G. For demolition of water line, refer to Section 02516 - Cut, Plug, and Abandonment of Mains.

3.08 ELECTRICAL WORK ITEMS

- A. Electrical removals consist of disconnecting and removing existing switchgear, distribution switchboards, control panels, bus duct, conduits and wires, panelboards, lighting fixtures, and miscellaneous electrical equipment.
- B. Remove existing electrical equipment and fixtures to prevent damage to allow continued operation of existing systems and to maintain the integrity of the grounding systems.
- C. Remove poles and metering equipment, if designated for removal on the Drawings. Coordinate electrical removals with the power company, as necessary. Verify that power is properly de-energized and disconnected.
- D. Where shown or otherwise required, remove wiring in underground duct systems. Verify function of wiring before disconnecting and removing. Plug ducts which are not to be reused at entry to buildings.
- E. Changes to electrical systems shall conform to applicable codes.

END OF SECTION