

PROJECT MANUAL

Volume I of III



Set No. _____

City of Austin
Parks and Recreation Department

Elisabet Ney Museum Building, ADA Accessibility and Landscape Improvements

304 East 44th Street, Austin, Texas 78751

CIP ID No. 7551.002

Solicitation Number: IFB 6100 CLMC055

FDU: 8603-8607-6308

8740-8607-0119



Wiss, Janney, Elstner Associates, Inc.
13581 Pond Springs Road, Suite 107
Austin, Texas 78729
Tel: (512) 835-0940; Fax: (512) 835-6268



Heritage Landscapes LLC
501 Lake Road
Charlotte, Vermont 05445
Tel: (802) 425-4330; Fax: (802) 425-4558



City of Austin
Public Works Department
Robin A. Camp, Project Manager
505 Barton Springs Road #900
Austin, Texas 78704
Tel: (512) 974-7830

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Women Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this solicitation are contained in Volume II M/WBE Participation for Construction Projects.

First Advertisement Date: **May 25, 2009**

PROJECT MANUAL
Volume I of II



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**Elisabet Ney Museum Building,
ADA Accessibility and Landscape Improvements**

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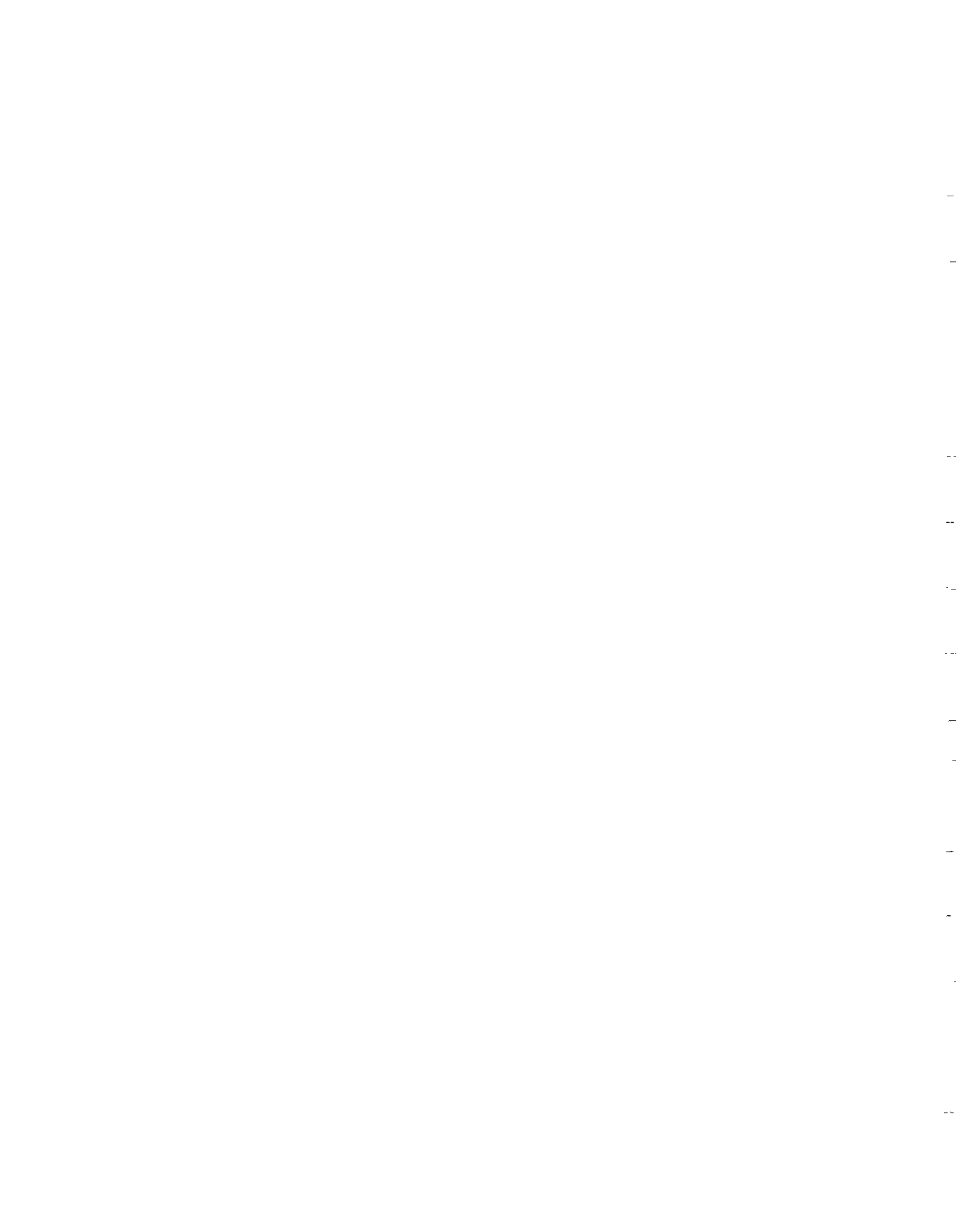
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**Document
Number**

Title

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Information Available to Bidders

00220 06/05/06 Geotechnical Data

Bid Forms

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00405 09/25/05 Certificate of Non-Suspension or Debarment
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Division 7 - Thermal and Moisture Protection

07131	Self-Adhering Sheet Waterproofing [WJE]
07620	Sheet Metal Flashing and Trim [WJE]
07920	Joint Sealants [WJE]

Division 9 - Finishes

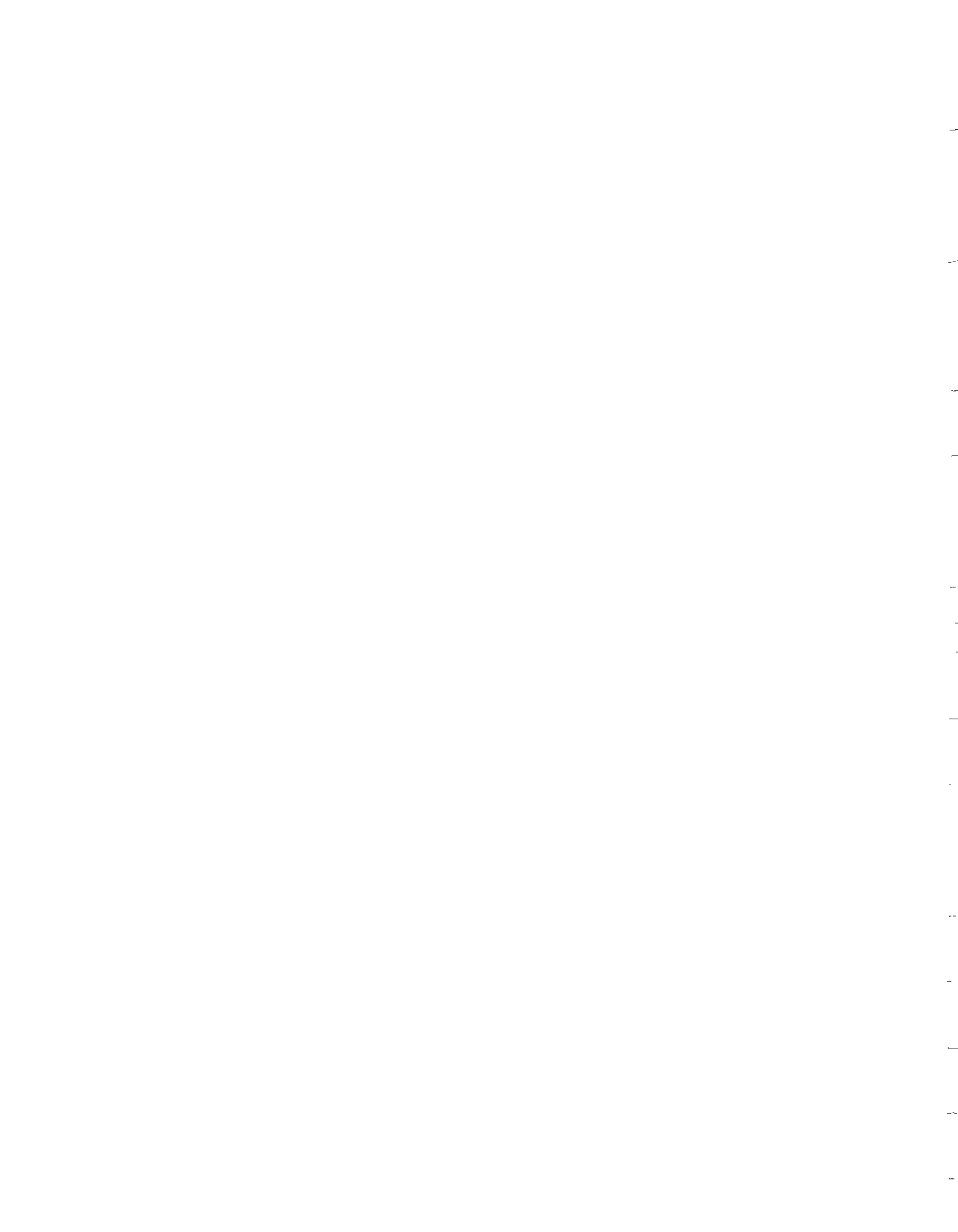
09225	Cementitious Parge Coat [WJE]
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Document Number	Title
VOL. 2	10/09/00 MBE/WBE Procurement Program Package

END

DRAWING INDEX SHEET

- G1.0: COVER SHEET**
- G1.1: GENERAL NOTES**
- L0.0: SITE PREPARATION PLAN**
- L1.0: SITE PROTECTION & STOCKPILING PLAN**
- W2.0: DEMOLITION PLAN**
- W2.1 SUBSURFACE DRAINAGE PLAN**
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- W3.0 EXTERIOR ELEVATIONS: FLASHING SCHEMATICS**
- W4.0 WATERPROOFING SECTIONS & DETAILS**
- W4.1 WINDOW WELL SECTIONS & DETAILS**
- W4.2 WINDOW WELL SECTIONS & DETAILS**
- L1.1: SEDIMENT & EROSION CONTROL DETAILS**
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PROJECT MANUAL

PROJECT: Elisabet Ney Museum Building
ADA Accessibility and Landscape Improvements
304 East 44th Street
Austin, Texas 78751

PROJECT NUMBERS: City of Austin CIP ID No. 7551.002

DATE: April 14, 2009

OWNER: City of Austin
Parks and Recreation Department
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Contact: Ms. Robin Camp
Phone 512-974-7830

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The following technical specification sections were provided by:
Wiss, Janney, Elstner Associates, Inc.

Division 1 - General Requirements

01010 09/17/08 Summary of Work [WJE]

Division 2 - Existing Conditions

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02620 Subdrainage [WJE]

Division 3 - Concrete

03300 Cast-in-Place Concrete [WJE]

Division 4 - Masonry

04935 Masonry Surface Preparation [WJE]

Division 5 - Metal

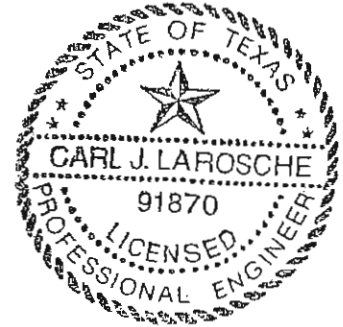
04935 Masonry Surface Preparation [WJE]

Division 7 - Thermal and Moisture Protection

07131 Self-Adhering Sheet Waterproofing [WJE]
07620 Sheet Metal Flashing and Trim [WJE]
07920 Joint Sealants [WJE]

Division 9 - Finishes

09225 Cementitious Parge Coat [WJE]



4-14-09



The Following Technical Specification Sections were provided by:
Heritage Landscapes LLC

Division 2 - Existing Conditions

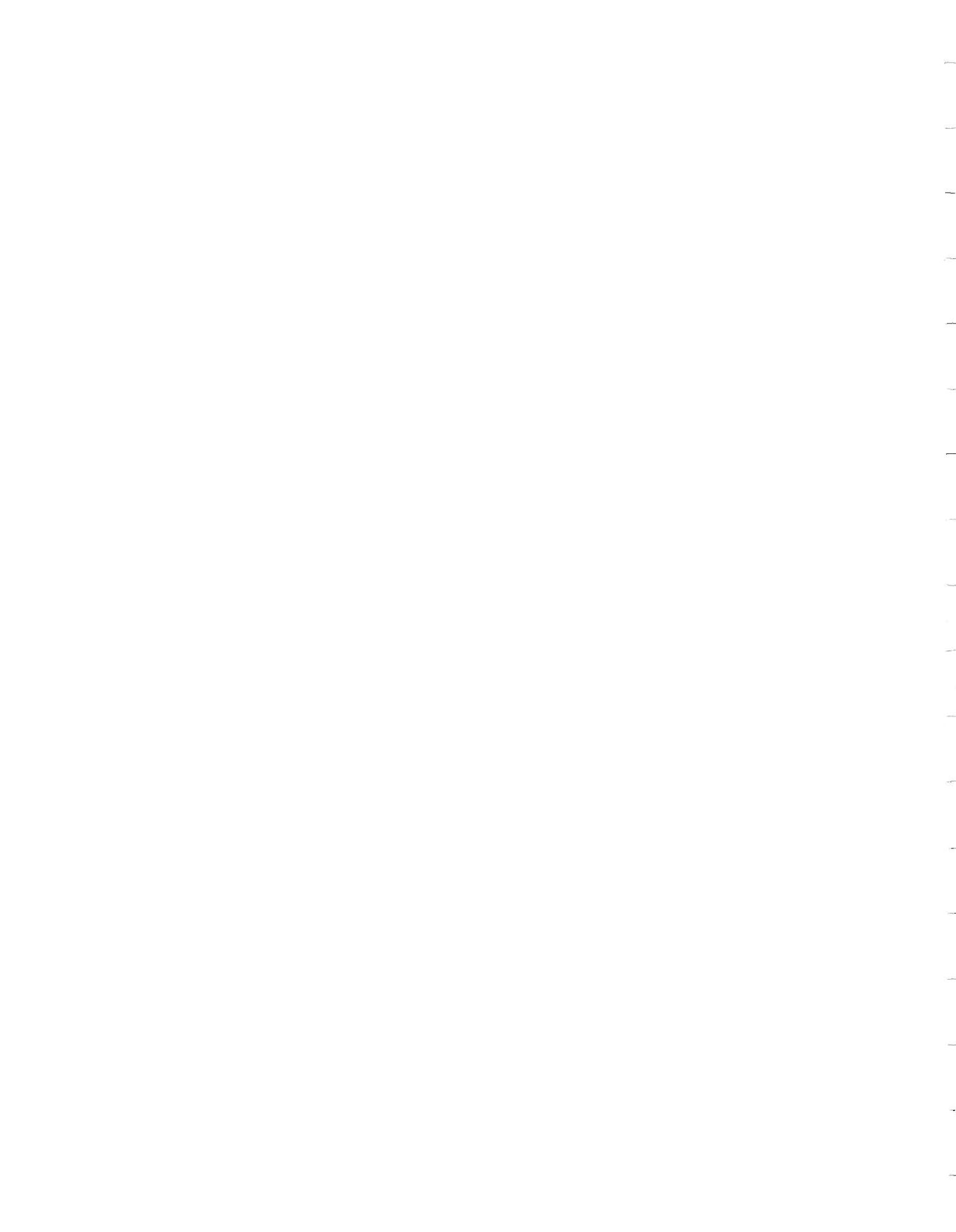
02200	Site Clearing
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Division 4 - Masonry

04400	Stone Masonry
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Patricia M. O'Donnell
Heritage Landscapes LLC
Principal, ASLA



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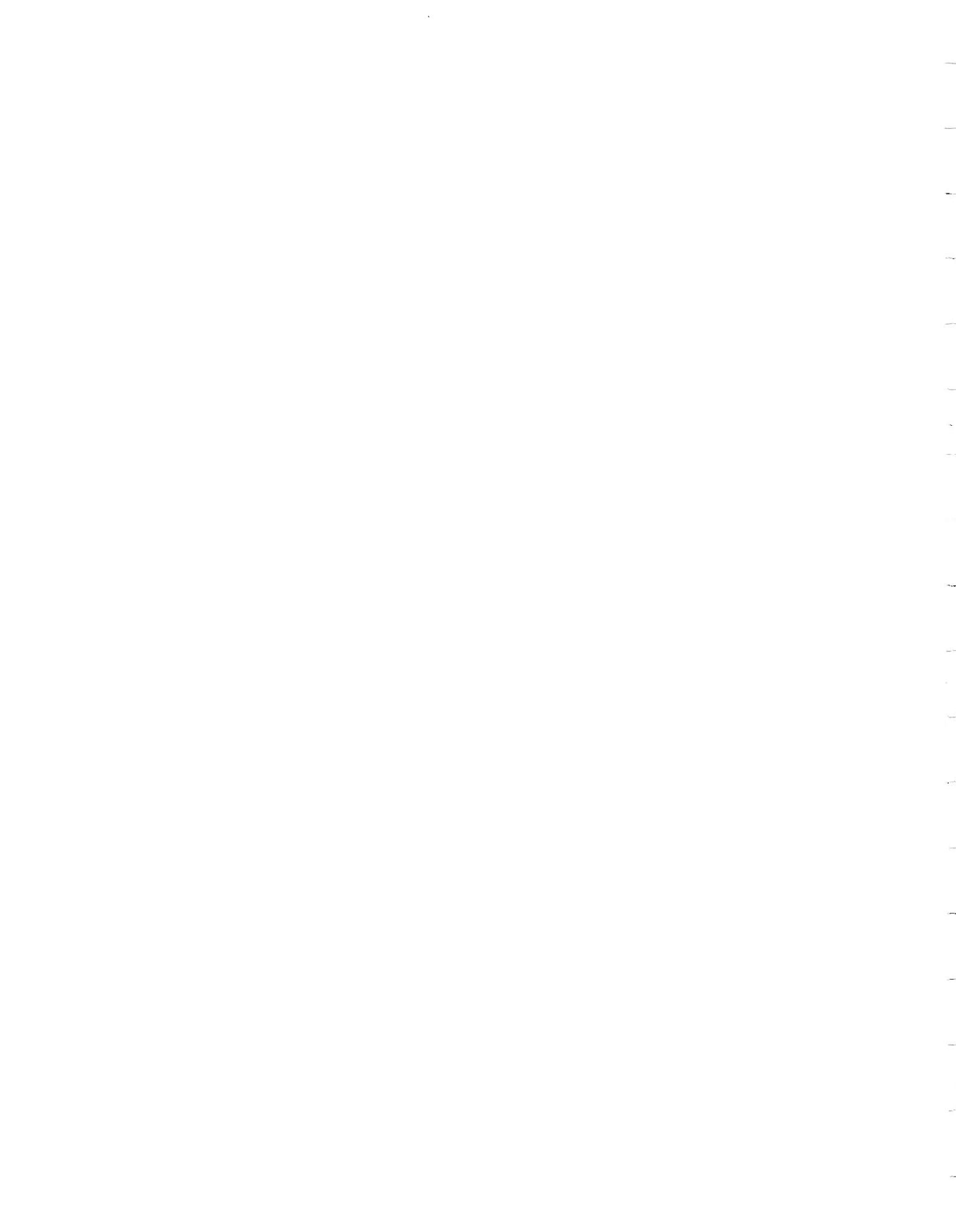
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ADDENDUM No. (1)

Date June 11, 2009

City of Austin

Project Name: Elisabet Ney Museum Building, ADA Accessibility and Landscape Improvements

C.I.P. No. 7551.002

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated May 25, 2009. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions:

1. Section 00830 is listed in the Table of Contents, but the section is missing from the Project Manual. (Attached Wage Rates and Payroll Reporting)
2. Add Section 01381 Construction Audio-Video Recording

B. Drawing Revisions:

1. Add handrail details sheet W4.2 (attached Drawing)

C. Clarification Questions:

1. Will the contractor need a separate temporary water meter with backflow preventer?

As the museum has agreed to pay for all water used by the contractor, if the contractor is going to use all water out of the museum's existing water system without any changes to their system, they would not need to install a separate meter or RPZ (backflow preventer). If the contractor intends to tap into the museum's existing water system for water use including irrigation, they would be required to install an RPZ.

2. L.3.1: "Clean And Recut Planting Bed Edge, Mulch," clarify.

The Landscape Architect's intention is for the contractor to redefine the edge of the existing plantings along the inside of the stone wall by - cutting an edge with shovel or edger and mulching the bed for a uniform, neat appearance.

3. Does the prime contractor have to maintain payroll records on-site?

The Contractor does not have to maintain the payroll records on-site; however, they have to maintain them for three years at the place of their choice. In addition, the contractor has to provide records within 48 hours upon request.

4. How often does the contractor submit payroll reports?

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week."

5. Section 2310-Soils, 2.1 A calls for onsite soils to be free from noxious seeds. There is an abundance of Bermuda grass and rescue grass seeds that have been deposited over many years in the topsoil. **Will a sterilization period of up to six months be allowed to treat the soil?**

The concern for "free of noxious weeds" is intended to protect the site from new weed species seed imported with borrow soils. This requirement does not apply to on-site soils. No sterilization of on-site soils is intended or required.

6. Section 2930-Planting, 1.8 A and B calls for the landscape contractor to provide skilled maintenance for a period of twelve months, which is identical to the warranty period mentioned elsewhere.

1-year maintenance period begins at acceptance and substantial completion date for plantings.

7. Section 2920, Turf, Native Grasses, and Wildflowers: 1.3 I calls for maintenance instructions to be carried out by CoA staff over the period of one year after installation.


The contractor is to provide written instructions for the City of Austin grounds staff describing management and care procedures on an annual schedule for ongoing care of the native grasses, for example indicate how often to water, when and with what to fertilize or not, what soil testing or management is needed, how often to mow, what turf diseases to treat for and when, and other aspects relevant to annual care. In summary, contractor is to develop and provide in common digital format a concise care and management manual for native grasses.

8. 3.10 A calls for native grass areas to be watered for 6 weeks after planting & 3.8 calls for the contractor to provide and maintain temporary lawn watering equipment for native grasses. **Please clarify who is responsible for the cost of water and for how long.**

Contractor is required to water native grass areas for a period of 90 days following substantial completion. Native grass areas include both newly seeded and over-seeded areas of the site. Temporary watering equipment is to remain following the 90 day watering period and become the property of the Owner. The City of Austin will provide and pay for water during watering operations.

This addendum consists of 8 page(s)/sheet(s).


Approved by OWNER




Approved by ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT

END

Bidding Requirements, Contract Forms and Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING

Section 00830

1. Payment

A. Classification Definitions, Building and Highway-Heavy

Definitions for Building Construction and Highway-Heavy classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Highway Heavy Trades. Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, **prior** to performance of the Work.

NOTE: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Highway-Heavy wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers.

C. Overtime Requirements

No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of forty hours in such workweek.

2. Apprentices

Locally & Federally Funded Projects

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program

standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

3. Withholding of Payments

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner

4. Payrolls

A. CONTRACTOR shall keep records showing:

1. the name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work; and
2. the actual per diem wages paid to each worker and
3. Employee Certification. CONTRACTOR, Subcontractor, and Sub-subcontractor shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Building Construction and Highway Heavy Wage Rate Schedule(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.

B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.

C. A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:

1. name of signatory party and title,
2. name of project, payroll period and
3. name of CONTRACTOR or Subcontractor.

The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

5. Complaints and Penalties

A public body awarding a contract, and an agent or officer of the public body, shall, take cognizance of complaints of all violations of Chapter 2258 Texas Government Code Title 10 or applicable Federal Statutes committed in the execution of the contract; and withhold money forfeited or required to be withheld under this chapter from the payments to the CONTRACTOR under the contract. A CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. Area Practice

- A. Highway Heavy Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.
 - 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.
 - 2. The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For projects that involve both Building Construction and Highway Heavy trades, the following classifications shall be used:
 - 1. A multiple classification shall be used if Building Construction items are more than 20% of the Highway Heavy project cost.
 - 2. A multiple classification shall be used if Highway Heavy Construction items are more than 20% of the Building Construction Project cost.
 - 3. When multiple classifications are used, the Highway Heavy Construction Rates are to be paid to workers engaged in site work determined to be five (5) feet beyond the building, extending to the property boundary or construction limits.

7. Texas Open Records Act

Unless covered by an exception to mandatory disclosure under the Texas Open Records Act, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates For This Project Are Attached

End



**SPECIFICATIONS FOR
COLOR AUDIO-VIDEO RECORDING
OF CONSTRUCTION AREAS**

1 QUALIFICATIONS

The pre-construction digital versatile disk (DVD) documentation shall be done by a responsible commercial firm known to be skilled and regularly engaged in the business of color audio-video construction documentation. The firm shall furnish such information as the Owner deems necessary to determine the ability of that firm to perform the work in accordance with contract specifications. This information may include a complete history of all construction work experience.

2 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall provide all labor, materials, equipment, services and perform all operations necessary to furnish to the Owner a complete color audio-video recording of the surface features within the proposed construction zone of influence including access roads and haul routes. This record shall include, but not be limited to, all audio-videos, DVD storage cases, index labels and logs. The purpose of this coverage shall be to accurately document the pre-construction condition of these surface features.

a. Coverage

The recordings shall include coverage of all surface features located within the construction zone of influence. The construction zone of influence shall be defined (1) as the area within the permanent and temporary easements and areas adjacent to these easements which may be affected by routine construction operations; (2) road R.O.W. (3) as directed by the Owner. The surface features within the construction zone of influence shall include, but not be limited to, all roadways, pavements, curbs, driveways, sidewalks, culverts, headwalls, retaining walls, buildings, landscaping, trees, shrubbery and fences. Of particular concern shall be the existence or non-existence of any faults, fractures or defects.

Houses and buildings shall be identified visually by house or building number, when possible, in such manner that the progress of the recording and proposed construction areas may be located by reference to the house and buildings.

b. Recording Operation

The operator in charge must have experience on at least five (5) preconstruction work and/or other similar construction work. Apprentice operators may not assume control over any work, but must, in the course of their duties, be continuously supervised by an experienced operator.

c. Recording Schedule

The recording shall be performed prior to the placement of any construction materials or equipment on the proposed construction site.

d. Delivery

The Contractor shall deliver the DVD recordings to the Owner upon their completion as a whole; or upon request of the Owner, deliver specific DVD recordings of any area to the Owner upon their completion. Upon delivery of the DVDs, transfer of ownership of those DVDs shall be made to the Owner.

e. Unacceptable Documentation

The Owner shall have the authority to reject all or any portion of the DVD documentation not conforming to specifications. Those rejected portions shall be re-done at no additional cost to the Owner.

f. Documentation Additions and Omissions

The Owner shall have the authority to designate what areas may be added to or omitted from DVD documentation.

g. Specification Deviations

Any deviation from these specifications must have the written approval of the Owner/Engineer.

3 PROCEDURAL REQUIREMENTS

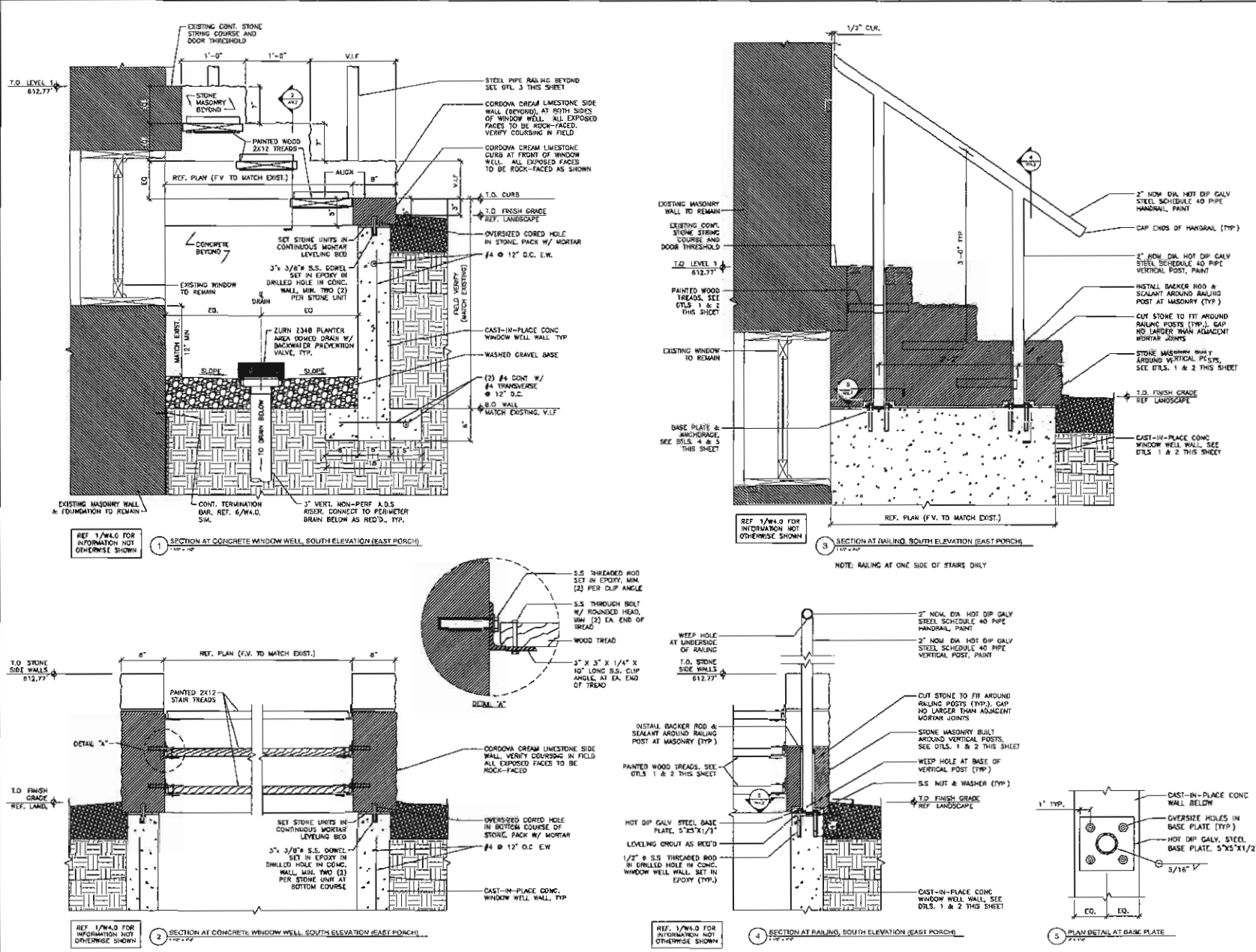
The following procedures shall be implemented in the production of pre-construction color audio-DVD documentation. Above all, the documentation shall be executed in a conscientious and professional manner to assure the end product's maximum usefulness to the Owner.

- a. The coverage shall consist of a single, continuous, unedited recording which begins at one end of a particular construction area and continues to the other end of that construction area. However, where coverage is required in areas not accessible by conventional wheeled vehicles and smooth transport of the recording system is not possible, such coverage shall consist of an organized, interrelated sequence of recordings at various positions along that construction area.

- b. The DVD shall be divided into chapters with a maximum of 10 stations (1,000') per chapter.

c. Vehicle Rate of Travel - The vehicle rate of travel shall be indirectly proportional to the number, size and value of the surface features within that construction area's zone of influence. The following table classifies typical areas and sets the maximum average rates of travel in those areas, shall be used to establish approximate limit on actual average rates of travel: RATE OF TRAVEL

AREA RATE MAX.	TYPICALLY CHARACTERIZED BY	AVG.
Density (e.g. developed subdivision)	hard surface streets, curbs, drives & sidewalks; 50' lots; very few empty lots	30 ft/min.
Density (e.g. partially developed subdivision)	gravel roads, hard & soft surface drives, no sidewalks culverts and headwalls, 100' lots, few empty lots	60 ft/min.
Density (e.g. Suburban fringe)	gravel roads, small fields or woods, occasional houses	90 ft/min.
Low Density (e.g. rural)	gravel roads, large fields, sparse number of houses	120 ft/min.



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 Landscape Improvements
 CIP 7551.002
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Managing Department:
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 Project Management Division
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 Robyn A. Camp - Project Manager

DATE	BY	DESCRIPTION

Window Well
 Sections & Details
W4.2

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Bidding Requirements, Contract Forms and Conditions of the Contract
INVITATION FOR BIDS
Section 00020

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

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

Elisabet Ney Museum Building, ADA Accessibility and Landscape Improvements"

Located at: 304 East 44th Street, Austin, Texas 78751

CIP ID# 7551.002 IFB# 6100 CLMC055

The Work consists of installing a subsurface waterproofing system including trenching, concrete footings, drainage piping, fill, grading, landscape, and ADA paths and entrance ramp.

Bid Documents may be obtained at 505 Barton Springs Road, Room 760 Austin Texas 78704 upon a deposit of \$50.00 for each set of Bid Documents. Deposit check shall be made payable to City of Austin. Deposit will be refunded upon return of Bid Documents in good condition within two weeks of the time set for opening of Bids.

Sealed Bids will be received at the **TENTH FLOOR RECEPTION AREA, SUITE 1045**, Contract and Land Management Department, One Texas Center, 505 Barton Springs Road, Austin, Texas 78704 and then publicly opened and read aloud in the **SUITE 1045 Conference Room**.

ALL BIDS ARE DUE PRIOR TO (Austin time) 11 A.M. Thursday June 18, 2009.

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) 3:00 P.M. Thursday June 18, 2009.

BIDS WILL BE OPENED AT (Austin time) 3 P.M. Thursday June 18.

ALL BIDS AND COMPLIANCE PLANS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION. The time stamp clock in the **SUITE 1045** Reception Area is the time of record and is verified daily with the local time service (512-476-7744).

All CONTRACTORS must be registered to do business with OWNER prior to submission of a Bid. All Subcontractors must be registered with the OWNER prior to execution of a contract. Prime Contractors are responsible for ensuring that their Subcontractors are registered as vendors with the City of Austin. Registration can be done through the OWNER's on-line Vendor Registration system. Log onto <https://www.ci.austin.tx.us/vss/Advantage> and follow the directions.

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapter 2-9-A of the City Code, as amended. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) or Disadvantaged Business Enterprises (DBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE or DBE participation are stated for each solicitation. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Procurement Program Package or DBE Procurement Program Package attached to the solicitation. When goals are established, Bidders are required to complete and return the MBE/WBE or DBE Compliance Plan with their Bid. If a Compliance Plan is not submitted prior to the date and time set forth in the solicitation, the Bid will not be accepted for consideration. (See Section 00820 for MBE/WBE requirements on "no goal" solicitations.)

All Bids shall be accompanied by an acceptable Bid guaranty in an amount of not less than five percent (5%) of the total Bid, as specified in Section 00100, Instructions To Bidders.

Performance and payment bonds when required shall be executed on forms furnished by OWNER. Each bond shall be issued in an amount of one hundred percent (100%) of the Contract Amount by a solvent corporate surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Minimum insurance requirements are specified in Section 00810, Supplemental General Conditions.

Minimum wage rates have been established and are specified in Section 00830, Wage Rates and Payroll Reporting.

Contract Time is of the essence and all Work shall be substantially completed within **120 Calendar Days** after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300. Final completion shall be achieved within **60 Calendar Days** after substantial completion. Liquidated damages are **\$200.00** per Calendar Day for failure to substantially complete the work and **\$200.00** per Calendar Day for failure to achieve final completion within **60 Calendar Days** after substantial completion, in accordance with the Bid Form, Section 00300.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bid).

A mandatory Pre-Bid Conference will be held on Thursday June 4st at 3 P.M.:

at The Elisabet Ney Museum, 304 East 44th Street Austin, TX 78751 (512)458-2275.
(location)

Austin, Texas. Attendance is mandatory unless otherwise stated. Bidders must attend any mandatory Pre-Bid Conference and are encouraged to attend any non-mandatory Pre-Bid Conference to ensure their understanding of Owner's bidding and contracting requirements, particularly MBE/WBE Procurement Program requirements. If the Pre-Bid Conference is mandatory the Bidder must arrive and sign-in within fifteen (15) minutes of the scheduled start time of the meeting, otherwise the Bidder will not be allowed to submit a Bid for the project.

A non-mandatory site visit is scheduled for Thursday May 28, 10 A. M. at

The Elisabet Ney Museum, 304 East 44th Street Austin, TX 78751 (512)458-2275.
(location)

The persons listed below may be contacted for information regarding the Invitation for Bid. If the Bidder contacts any other City employee, including Council Members and members of Boards and Commissions, the Bidder may be found in violation of Ordinance No. 20071206-045, dated December 6, 2007, regarding Anti-Lobbying and Procurement. The text of that Ordinance may be viewed at <http://www.cityofaustin.org/edims/document.cfm?id-111624>.

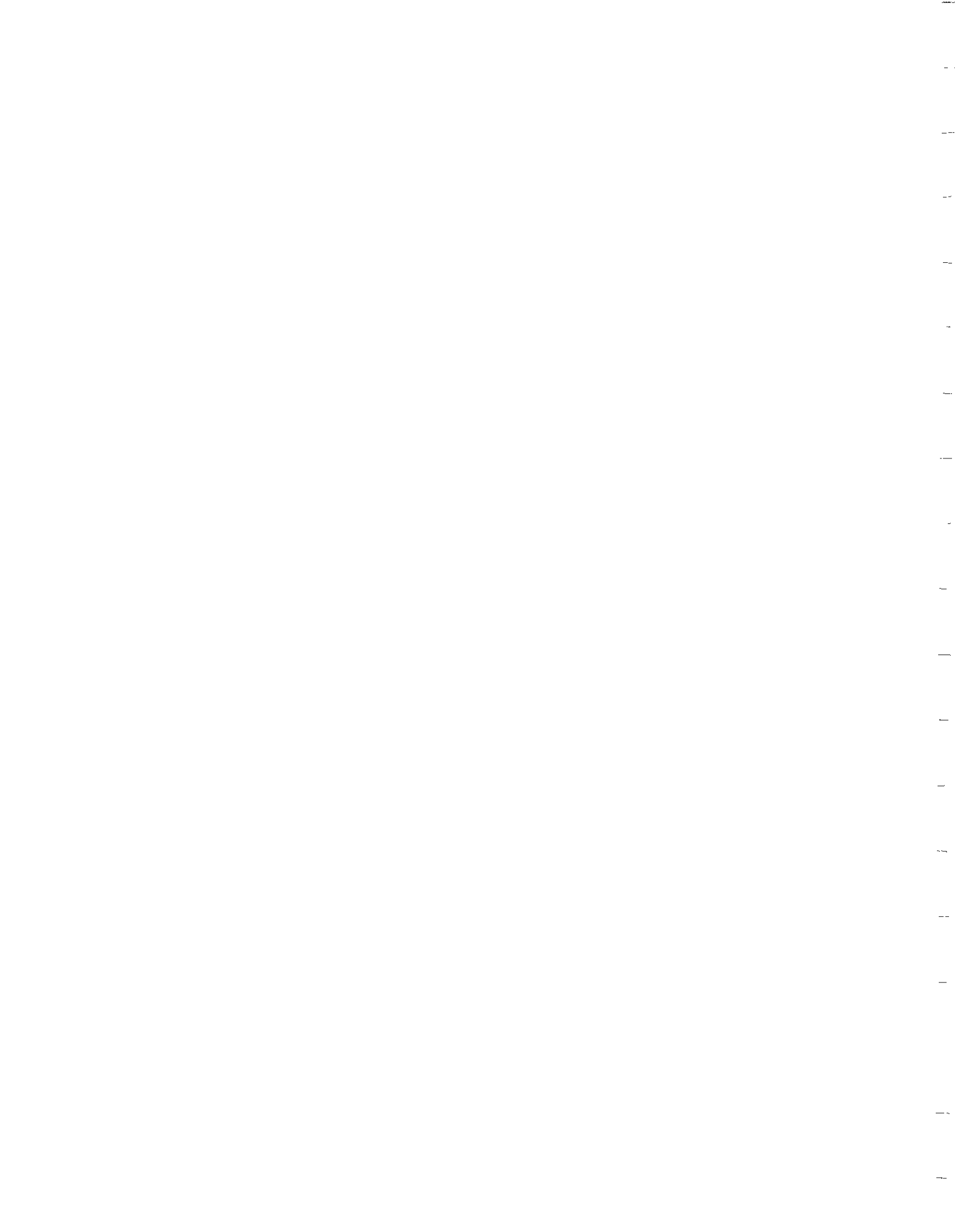
AUTHORIZED CONTACT PERSONS

PROJECT MANAGER: **Robin A. Camp (512 -974-7830)**

CONTRACT COMPLIANCE REP.: **Kitty Walch (512) 974-7055**

END

**BIDDING REQUIREMENTS, CONTRACT FORMS &
CONDITIONS OF THE CONTRACT**



Bidding Requirements, Contract Forms and Conditions of the Contract
INSTRUCTIONS TO BIDDERS
Section 00100

1. Preparation of Bid

a. Bid Documents. Each Bidder must prepare its Bid in ink on forms furnished by OWNER or as otherwise specified or permitted. Blank spaces for each item in Bid form must be filled. Bidder must submit a price for each item in Bid. In case of conflict between unit prices and extensions, unit prices shall govern. The Bid must be executed in the complete and correct legal name of individual, partnership, firm, corporation or other legal entity constituting the Bidder.

b. Vendor Registration. All CONTRACTORS must be registered to do business with OWNER prior to submission of a Bid. All Subcontractors must be registered with the OWNER prior to execution of a contract. Prime Contractors are responsible for ensuring that their Subcontractors are registered as vendors with the City of Austin. Registration can be done through the OWNER's on-line Vendor Registration system. Log onto <https://www.ci.austin.tx.us/vss/Advantage> and follow the directions.

c. Pre-Bid Conference. Unless otherwise notified, Bidders must attend the Pre-Bid Conference to ensure their understanding of OWNER's bidding and contracting requirements, particularly MBE/WBE Procurement Program requirements.

d. Sales Tax Exemption. The Owner is a tax-exempt organization as defined by Chapter 11 of the Property Tax Code of Texas. Bid prices shall not include sales tax on materials, supplies, or equipment that are incorporated into the real property interest of the OWNER or are otherwise completely used and consumed in the performance of the Contract. OWNER will furnish CONTRACTOR with a Sales Tax Exemption Certificate to be issued to Suppliers in lieu of the tax.

e. Addenda. Bidder shall be knowledgeable of all Addenda issued and shall acknowledge all Addenda in spaces provided on Bid form. Further information regarding the Bid documents and the Project may be obtained from the Project Manager listed at the end of Section 00020, Invitation for Bids.

f. Required Items. Bids must include all specified items in this section and be submitted in accordance with paragraph No. 7 below. Any corrections to a Bid shall be initialed by the person signing the Bid.

g. Professional Services. Bidders must secure any required professional services that are defined as professional services under the Professional Services Procurement Act, Chapter 2254 of the Texas Government Code (for example: registered professional land surveyors and professional engineers) using the qualifications based selection process prescribed by that chapter. (Note: It is a violation of State Law to solicit Bids for professional services.)

h. Further Information. Prospective Bidders desiring further information or interpretation of Project Manual or Drawings must make a written request for such information to OWNER addressed to the Authorized Contact Person listed in Section 00020 no later than seven working days before Bid opening. Interpretation of Project Manual or Drawings will be made by Addendum only and a copy of each Addendum will be mailed or delivered to each person to whom a set of Bid Documents has been furnished. Any verbal communications will not be binding on the OWNER.

i. Anti-Lobbying and Procurement. Article 6, Chapter 2-7, Austin City Code, prohibits lobbying activities or representations by the Bidder between the date that the Invitation for Bid (IFB) is issued and the date of contract execution. The text of the pertinent City Ordinance may be viewed at <http://www.cityofaustin.org/edims/document.cfm?id=111624>.

(1) Definitions

- (A) "Authorized Contact Person" means the Project Manager listed in Section 00020, IFB, or other persons specifically named and designated in the IFB as the contact for questions and comments regarding the IFB.
- (B) "No-Contact Period" means the period of time from the date the IFB is issued until a contract is executed. If the City withdraws the IFB or rejects all bids with the stated intention to reissue the same or a similar IFB for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.
- (C) "Response" means a bid.
- (D) "Respondent" means a bidder. The term "respondent" also includes:
 - (i) an owner, officer, employee, contractor, lobbyist, subsidiary, joint enterprise, partnership, or other representative of a bidder;
 - (ii) a person or representative of a person that is involved in a joint venture with the bidder, or a subcontractor in connection with the bidder's bid; and
 - (iii) a bidder who has withdrawn a bid or who has had a bid rejected or disqualified by the City.
- (E) "Representation" means a communication related to a bid to a council member, official, employee, or agent of the City which:
 - (i) provides information about the bid;
 - (ii) advances the interests of the bidder;
 - (iii) discredits the bid of another bidder;
 - (iv) encourages the City to withdraw the IFB;
 - (v) encourages the City to reject all of the bids; or
 - (vi) conveys a complaint about a particular bid.
- (F) "City" means Owner.

(2) Restrictions on Contacts.

- (A) During a no-contact period, a bidder shall communicate only through the authorized contact person.
- (B) If, during the no-contact period, a bidder makes a representation with a member of the City Council, a member of a City board, or any other official, employee, or agent of the City, other than to the authorized contact person for the IFB, the bidder's bid is disqualified from further consideration except as permitted in the paragraph below. This prohibition also applies to a vendor that communicates and then becomes a bidder.
- (C) The prohibition of representation during the no-contact period applies to a representation initiated by a bidder, and to a representation made in response to a representation initiated by a member of the City Council, member of a City board, or any other official, employee, or agent of the City other than the Authorized Contact Person.
- (D) If the City withdraws an IFB or rejects all bids with a stated intention to reissue the same or similar IFB for the same or similar project, the no-contact period shall expire after the sixtieth day after the date the IFB is withdrawn or all bids are rejected if the IFB has not been reissued during the 60-day period.
- (E) This section does not apply to a representation:

- (i) made at the pre-bid conference or any other meeting convened by the Authorized Contact Person;
- (ii) required by Financial Services Department protest procedures for bidders
- (iii) made at a Financial Services Department protest hearing
- (iv) provided to the Small & Minority Business Resources Department in order to achieve compliance with Chapter 2-9 (Minority-Owned and Female Owned Business Enterprise Procurement Program)'
- (v) made to the City Risk Management coordinator about insurance requirements for a bid; and
- (vi) made in public at a meeting held under the Texas Open Meetings Act.

(3) Allowed Representations

- (A) If a bidder desires to make a representation to a City official, employee, or agent during the no-contact period, the bidder shall submit the representation in writing **only** to the authorized contact person. The contact person will then distribute the written representation in accordance with the terms of the IFB. A bidder cannot amend or add information to a bid after the bid deadline.
- (B) If a bidder wishes to make a complaint about a particular IFB to a City Council member or City board member, the bidder should submit the **written** complaint to the authorized contact person. The contact person will then distribute the complaint to members of the City Council or members of the City board, to the Contract and Land Management Director, and to all bidders on the IFB.
- (C) If a bidder submits a written inquiry regarding an IFB, the authorized contact person will provide a written answer and distribute both the inquiry and answer to all bidders on the IFB.
- (D) If a bidder does not receive a response from the authorized contact person, the bidder may contact the Contract and Land Management Director or Purchasing Officer as appropriate.

(4) Contract Voidable. If a contract is awarded to a bidder who has violated these Anti-Lobbying & Procurement provisions, the contract is voidable by the Owner.

(5) Debarment. If a bidder violates these provisions more than once in a three-year period, the Purchasing Officer shall debar the bidder from bidding for a period not to exceed three years, provided the bidder is given written notice and a hearing in advance of the debarment.

2. Estimates of Quantities (Unit Price Contracts Only)

Quantities listed in unit price Bid form are to be considered approximate quantities and will be used only for comparison of Bids. Payment to CONTRACTOR will be made only for actual quantities of Work performed or materials furnished in accordance with Contract and it is understood that quantities may be increased or decreased as provided in Section 00700, General Conditions, and as may be modified by Section 00810, Supplemental General Conditions.

3. Drawings, Project Manual and Site (s) of Work

Before submitting a Bid, the Bidder shall carefully examine the Bid Documents, site(s) of the proposed Work, soils, and other conditions that may affect the performance of the Work to satisfy the Bidder as to character, quality and quantities of Work to be performed and materials to be

furnished. By submitting a Bid, the Bidder will be deemed to have certified that the Bidder has complied with these requirements.

4. Bid Guaranty

All Bids shall be accompanied by a Bid guaranty in an amount of not less than five percent (5%) of the total Bid. If the total Bid amount is \$100,000 or less, Bidder has the option of providing a cashier's or certified check, made payable to City of Austin accompanied by a letter from a surety company indicating that Bidder can be bonded for the amount of the Project, or a Bid bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to OWNER. If the total Bid amount exceeds \$100,000, the only acceptable Bid guaranty will be a Bid bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to OWNER.

The Bid guaranty accompanying the Bid of the three (3) apparent low Bidders will be retained until Contract is awarded and successful Bidder executes Contract and furnishes required bonds and insurance, after which Bid guaranty will be returned to the Bidders. All other Bid guaranties will be returned after Bid certification. In the event that the Bidder to whom the Contract is awarded fails to timely execute the Contract, the Bidder agrees that the OWNER in its discretion may rescind the initial award and award the Contract to the next lowest responsible Bidder.

5. Performance and Payment Bonds

When performance and/or payment bonds are required, each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent corporate surety authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

6. Consideration of Bid Amount

For purpose of award, after Bids are opened, read aloud, reviewed, and certified, the total amount of the Bid, including accepted Bid alternates, will be considered the amount of the Bid. Upon request, certified Bid tabulations will be made available to the public. OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bids).

7. Submission of Bid

Each Bid, completed and signed by person(s) authorized to bind individual, partnership, firm, corporation or any other legal entity, shall include the following in one envelope furnished by OWNER:

- (a) One copy of Bid form (Section 00300L or 00300U) completed and signed.
- (b) Acknowledgment of receipt of Addenda issued in spaces provided in Bid form.
- (c) Required Bid guaranty.
- (d) Copy of statement of legal entity status, as applicable, including but not limited to, as applicable, Statement of Sole Proprietorship, Articles of Partnership or Incorporation and resolution, or corporate board minutes, empowering signatory to bind Bidder, attested to by an officer of Bidder. The required information is set forth in Section 00100, Paragraph 15.

- (e) One copy of Attachments A, B, C, and D and any other specifically designated Attachments of the Statement of Bidder's Experience (Section 00400), which are required to be submitted as part of the Bid, completed and signed.
- (f) One Copy of the Certificate of Non-Suspension or Debarment (Section 00405), completed and signed. (Applicable for Bid amounts equal to or in excess of \$25,000.00.)
- (g) One copy of the Insurance Cost Form (Section 00425), completed and signed (ROCIP projects only).
- (h) One copy of the Affidavit - Prohibited Activities (Section 00440), completed and signed.
- (i) One copy of the Nonresident Bidder Provisions (Section 00475), completed and signed.
- (j) Required information indicated in Drawings or Project Manual.

Bid must be accompanied by a MBE/WBE or DBE Compliance Plan that should be submitted separately in a second envelope furnished by OWNER, or other appropriate packaging accompanied by the furnished envelope, prior to the date and time set forth in Section 00020, Invitation for Bids. The Compliance Plan forms are included in the MBE/WBE Procurement Program Package or DBE Procurement Program Package (a separately bound volume).

Bid shall include all specified items in this section and be placed in envelopes furnished by OWNER, or other appropriate packaging, accompanied by and attached to the OWNER furnished envelopes, sealed and clearly identified on outside as a Bid to OWNER, with Bidder's name and address, and project name. Failure to submit Bid appropriately may subject Bidder to disqualification. Bid may be mailed or delivered (in person or by Federal Express, Express Mail or other delivery service) to:

City of Austin
 Contract and Land Management Department
 One Texas Center
 505 Barton Springs Road, Suite 1045
 Austin, Texas 78704

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed Bid (marked as indicated above) shall be enclosed in an additional envelope, or other appropriate packaging, clearly identified on outside as a Bid to OWNER with Bidder's name and address, Project name, and Bid date and time. It is the sole responsibility of the Bidder to ensure timely delivery of Bid. OWNER will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Bidder. (See Section 00820, Modifications to Bidding Requirements and Contract Forms, for modifications to solicitations without MBE/WBE goals.)

In submitting its Bid, Bidder certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the Bidder influenced or attempted to influence the bidding process, the City may, in its discretion, reject the Bid.

8. Withdrawal of Bid

A Bid may be withdrawn by a Bidder, provided an authorized individual of the Bidder submits a written request to withdraw the Bid prior to the time set for opening the Bids.

9. Rejection of Bids

- A. The following **will** be cause to reject a Bid:
 - (1) Bids which are not signed by an individual empowered to bind the Bidder.

- (2) Bids which are not accompanied by acceptable Bid guaranty, with Power of Attorney attached, or a letter certifying the Bidder's ability to be bonded, from a surety company, in accordance with Paragraph 4 above.
- (3) More than one Bid for same Work from an individual, firm, partnership or corporation.
- (4) Evidence of collusion among Bidders.
- (5) Sworn testimony or discovery in pending litigation with OWNER which discloses misconduct or willful refusal by contractor to comply with subject contract or instructions of OWNER.
- (6) Failure to submit MBE/WBE or DBE Compliance Plan in accordance with the separately bound volume titled MBE/WBE Procurement Program Package or DBE Procurement Program Package.
- (7) Failure to have an authorized agent of the Bidder attend the mandatory Pre-Bid Conference, if applicable.
- (8) Bids received from a Bidder who has been debarred or suspended by OWNER's Purchasing Officer.
- (9) Bids received from a Bidder when Bidder or principals are currently debarred or suspended by Federal, State or City governmental agencies. (Applicable for Bid amounts equal to or in excess of \$25,000.00).
- (10) Failure of Bidder to demonstrate, through submission of Attachments A, B, C, and D, the minimum experience required as specified in Section 00400.

B. The following **may** be cause to reject a Bid:

- (1) Poor performance in execution of work under a previous City of Austin contract.
- (2) Failure to achieve reasonable progress on an existing City of Austin contract.
- (3) Default on previous contracts or failure to execute Contract after award.
- (4) Evidence of failure to pay Subcontractors, Suppliers or employees in accordance with Contract requirements.
- (5) Bids containing omissions, alterations of form, additions, qualifications or conditions not called for by OWNER, or incomplete Bids may be rejected. In any case of ambiguity or lack of clarity in the Bid, OWNER reserves right to determine most advantageous Bid or to reject the Bid.
- (6) Failure to acknowledge receipt of Addenda.
- (7) Failure to submit any of the items specified above in paragraph 7, "Submission of Bid", which are not cause for mandatory rejection in paragraph 9, "Rejection of Bids," section A.
- (8) Failure to submit post-Bid information within the allotted time(s) (see paragraph 11 for post-Bid requirements)
- (9) Failure to timely execute Contract after award.
- (10) Previous environmental violations resulting in fines or citations by a governmental entity (i.e. U.S. Environmental Protection Agency, Texas Commission on Environmental Quality, etc.).
- (11) Safety record as set forth in Section 00410, Statement of Bidder's Safety Experience.

- (12) Evidence of Bidder's lack of comparable experience.
- (13) Evidence of Bidder's lack of sufficient resources, workforce, equipment or supervision.
- (14) Evidence of poor performance on previous Projects as documented in Owner's project performance evaluations.
- (15) Unbalanced Unit Price Bid: "Unbalanced Bid" means a Bid, which includes a Bid that is based on unit prices which are significantly less than cost for some Bid items and significantly more than cost for others. This may be evidenced by submission of unit price Bid items where the cost are significantly higher/lower than the cost of the same Bid items submitted by other Bidders on the project.
- (16) Failure of Bidder to complete, sign and submit Section 00440, Affidavit - Prohibited Activities.
- (17) Failure of Bidder to complete in its entirety, sign and submit the required attachments to Section 00400, Statement of Bidder's Experience which are required to be submitted with the Bid.

10. Protest Procedures:

The OWNER's Contract and Land Management Director has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying OWNER of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Contract and Land Management Director may dismiss your complaint or protest.

Prior to Bid opening: If you are a prospective Bidder and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Bid is opened, you must notify OWNER in writing of the alleged deficiency before that date, giving OWNER an opportunity to resolve the situation prior to the Bid opening.

After Bid opening: If you submit a Bid to OWNER and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:

1. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
2. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Bid has been opened. If you know of the facts before that date, you must notify OWNER as stated above.
3. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone, and fax number;
 - b. the solicitation number and the CIP number, if applicable;
 - c. a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
4. Your protest must be concise and presented logically and factually to help with OWNER's review.
5. When OWNER receives a timely written protest, the Contract and Land Management Director will determine whether the grounds for your protest are sufficient. If the Contract

and Land Management Director decides that the grounds are sufficient, the Contract and Land Management Department will schedule a protest hearing, usually within five (5) working days. If the Contract and Land Management Director determines that your grounds are insufficient, you will be notified of that decision in writing.

6. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from OWNER are: representatives from the department that requested the purchase, the Law Department, the Contract and Land Management Department, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
7. A decision will usually be made within fifteen (15) calendar days after the hearing.
8. The Contract and Land Management Director will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
9. When a protest is filed, OWNER usually will not make an award until a decision on the protest is made. However, OWNER will not delay an award if the City Manager or the Contract and Land Management Director determines that:
 - a. OWNER urgently requires the supplies or services to be purchased, or
 - b. failure to make an award promptly will unduly delay delivery or performance.

In those instances, the Contract and Land Management Department will notify you and make every effort to resolve your protest before the award.

The protest or notice of intent and the protest shall be submitted in writing to the following address:

P.O. Address for U.S. Mail:

City of Austin
Contract and Land Management Department
ATTN: Contract and Land Management Director
P.O. Box 1088
Austin, Texas 78767-0845

Street Address for Hand Delivery or Courier Service:

City of Austin
Contract and Land Management Department
ATTN: Contract and Land Management Director
505 Barton Springs Road, Suite 1045
Austin, Texas 78704
PHONE: 512/974-7181
FAX: 512/974-7297

11. Submission of Post Bid Information

Prior to determination of the certified low Bidder, the three (3) apparent low Bidders must submit to OWNER the following information within three (3) business days of receipt of notice of apparent low Bidder status by the OWNER:

1. One copy of any additionally required attachments to the Bidder's Experience Record (Section 00400) completed in their entirety, including attachments, and signed.
2. Section 00410, Statement of Bidder's Safety Experience, including required attachments, completed and signed.

3. Such other information as is required to evaluate Bid or Bidder.

Upon notification of status as certified low Bidder, Bidder shall submit the following information to OWNER within three (3) business days:

- a. Completed Nondiscrimination Certificate.
- b. Letter(s) of intent between Bidder and MBE/WBE or DBE Subcontractor(s).
- c. Such other information as is required.

(Note: OWNER reserves the right to solely determine whether the comparable experience documentation provided by the Bidder is sufficient and relevant to the Work described in the Contract Documents for the Bidder to be considered a responsible Bidder. In addition, the Bidder acknowledges and agrees that the failure to timely provide the additional information required by this section will result in a determination that, for the purposes of this solicitation, the Bidder has not provided sufficient information for the OWNER to be able to determine that the Bidder is a responsible Bidder.)

12. Award and Execution of Contract

OWNER will process Bids expeditiously. Award of Contract will be to the lowest, responsible Bidder meeting all requirements of the Bid Documents. OWNER may not award Contract to a nonresident Bidder unless the nonresident underbids the lowest Bid submitted by a responsible resident Bidder by an amount that is not less than the amount by which a resident Bidder would be required to underbid the nonresident Bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Award of Contract will occur within the period identified on the Bid form, unless mutually agreed between the parties. Contract and Land Management Director shall submit recommendation for award to the City Council for those project awards requiring City Council action. Contract will be signed by City Manager or his/her designee after award and submission of required documentation by Bidder. Contract will not be binding upon OWNER until it has been executed by both parties. OWNER will process the Contract expeditiously. However, OWNER will not be liable for any delays prior to the award or execution of Contract.

In any case of ambiguity or lack of clarity in the Bid, OWNER reserves right to determine the most advantageous Bid or to reject the Bid.

13. Partnering

In order to complete the Work in a manner that is most beneficial to the OWNER and CONTRACTOR, OWNER and CONTRACTOR may form a "Partnering Team", which will include the E/A, and any major Subcontractors. This partnering relationship will draw on the strength of all parties to identify and achieve mutual goals. The objectives of this partnering relationship are effective and efficient communication and Contract performance, which is intended to ensure that the Project is completed within budget, on schedule, and in accordance with the Drawings and Specifications and other Contract requirements. While the partnering relationship will be multilateral in makeup and participation will be totally voluntary, the OWNER and CONTRACTOR agree to cooperate and use reasonable good faith efforts to discuss and resolve any and all Project issues and disputes. Section 01100, Special Project Procedures and/or Section 01200, Project Meetings contain additional information regarding the intent of the partnering relationship and responsibilities of the entities entering into the partnering charter.

14. ROCIP Requirements

If the insurance on this Project will be under the Rolling Owner Controlled Insurance Program (ROCIP), the Bidder is directed to Section 00810, Supplemental General Conditions, Section 00820, Modifications to Bidding Requirements and Contract Forms, and the Project Safety Manual included with these contract documents for information and bidding requirements. The Statement of Bidder's Safety Experience, Section 00410, must be accurately completed and submitted with the Bid. The Insurance Cost Form, Section 00425, must be accurately completed and submitted with the Bid to indicate insurance removed from Base Bid and Alternates. CONTRACTOR shall remove from the Bid the cost of insurance for the CONTRACTOR and Subcontractors of all tiers working on site.

15. Signature Requirements

The Bid and any subsequent supporting Bid documents and Contract must be executed in the Bidder's full name and legal entity status by an authorized representative of the Bidder and accompanied by sufficient documentation, which clearly indicates not only the legal name and entity status of Bidder, but also the capacity and authority of the person signing on behalf of Bidder. Accordingly, a partnership/joint venture must file its partnership/joint venture agreement, a corporation must file its articles and bylaws, a limited liability company must file its certificate of organization and article of organization and regulations, and a limited partnership must file not only limited partnership agreement and the certificate of limited partnership, but also the documentation for its general partner, and any Bidder must file a copy of any assumed name certificate, or such limited portion of such documents reasonably establishing signature authority. The following samples show the entity information and signature requirements that will apply to all Bid and contract execution documents for the type of entity indicated:

1. Individual/Sole Proprietor (sample)

The individual/sole proprietor must sign the document in his or her personal capacity or in any assumed name capacity accompanied by a copy of any assumed name certificate.

Name of Contractor (d/b/a, if appropriate), a sole proprietor

By: _____

Printed Name: _____

2. Partnership/Joint Venture (sample)

A partner/joint venturer must sign the document in his or her capacity as a partner/joint venturer and in any assumed name capacity accompanied by a copy of the assumed name certificate, if any, and a copy of the partnership or joint venture agreement, as applicable, with additional documentation, if necessary, establishing the authority of the signatory individual.

Name of Partnership/Joint Venture, a Texas Partnership/JV, as appropriate

By: _____

Printed or Typed Name: _____

Title: _____ (Partner, managing partner, venturer, managing venturer, as approp.)

Authorized Representative

3. Corporation (sample)

An authorized officer or agent of the corporation must sign the documents on behalf of the corporation in his or her capacity as the authorized representative of the corporation accompanied by a copy of a corporate resolution and minutes granting such authority with a

certificate of an officer of the corporation as to the authority of the signatory to bind the CONTRACTOR signed and dated no more than one week before the date of execution of the document.

Name of Contractor, Inc. or Co., a Texas corporation, as appropriate

By: _____

Printed or Typed Name: _____

Title: _____ (Officer or Agent (as appropriate))
Authorized Representative

4. Limited Liability Company (sample)

An authorized manager or member of the LLC must sign the document in his or her capacity as a manager or member accompanied by a copy of the LLC's certificate of organization and articles of organization and regulations evidencing such person's signatory authority.

Name of Contractor, L.L.C., a Texas limited liability company, as appropriate

By: _____,

Printed or Typed Name: _____

Title: _____, (Manager or Member (as appropriate))
Authorized Representative

5. Limited Partnership (sample)

The general partner of a limited partnership must execute the documents on behalf of the limited partnership, accompanied by copy of the limited partnership agreement and the certificate of limited partnership. In addition, the signatory must sign the documents in his or her capacity as an authorized officer or agent of the corporation or member or manager of the LLC, as appropriate, accompanied by a copy of the corporate or LLC documentation stipulated above.

Name of Contractor, Ltd., a Texas limited partnership, as appropriate

By: Name of General Partner (usually a Texas corporation or an L.L.C.)

By: _____

Printed or Typed Name: _____

Title: _____ Officer or Agent of Corporation or LLC
Authorized Representative

16. Super Prompt Payment Program

Super Prompt Payment Program is the OWNER'S program, which applies to certain projects with a construction cost estimate greater than \$2 million, and requires CONTRACTOR to submit bimonthly payment requests to OWNER and to pay eligible subcontractors bimonthly, when such eligible subcontractors request the Super Prompt Payment option and those eligible subcontractors have performed Work on the Project during the current pay period. If the Project qualifies for participation in the Program, OWNER will make electronic payments to CONTRACTOR to expedite payments and, accordingly, the successful Bidder/CONTRACTOR must register with the OWNER'S Treasury Office and its financial institution to establish electronic payment instructions. **Please refer to Section 00820** for information on whether this project has been selected for the Super Prompt Payment Program.

End

Depending on Project requirements, OWNER may have obtained geotechnical information, which may include laboratory test results, logs of borings, and recommendations from geotechnical consultants. That information will be included in this section and/or on the Drawings. The CONTRACTOR shall be familiar with the subsurface materials and conditions on the Project and shall be knowledgeable of how they will affect the Work. The following is a partial listing of sources of information available to the CONTRACTOR about subsurface materials and conditions: the geotechnical information provided by the OWNER; geologic maps, publications and reports available from the University of Texas Bureau of Economic Geology at the J.J. Pickle Research Center in Austin, Texas; subcontractors familiar with local ground conditions; and, local consulting geologists and geotechnical engineers. The CONTRACTOR may make their own subsurface investigations.

APPENDIX C LOG OF BORINGS- GEOTECHNICAL INVESTIGATIONS dated 1979, prepared by Snowden & Meyer, Inc., Consulting Engineers, Austin, Texas is attached. The requirements in the Drawings and Specifications shall be used in the event of a conflict between this report and the Drawings and Specifications.

END

APPENDIX C LOG OF BORINGS – GEOTECHNICAL INVESTIGATIONS

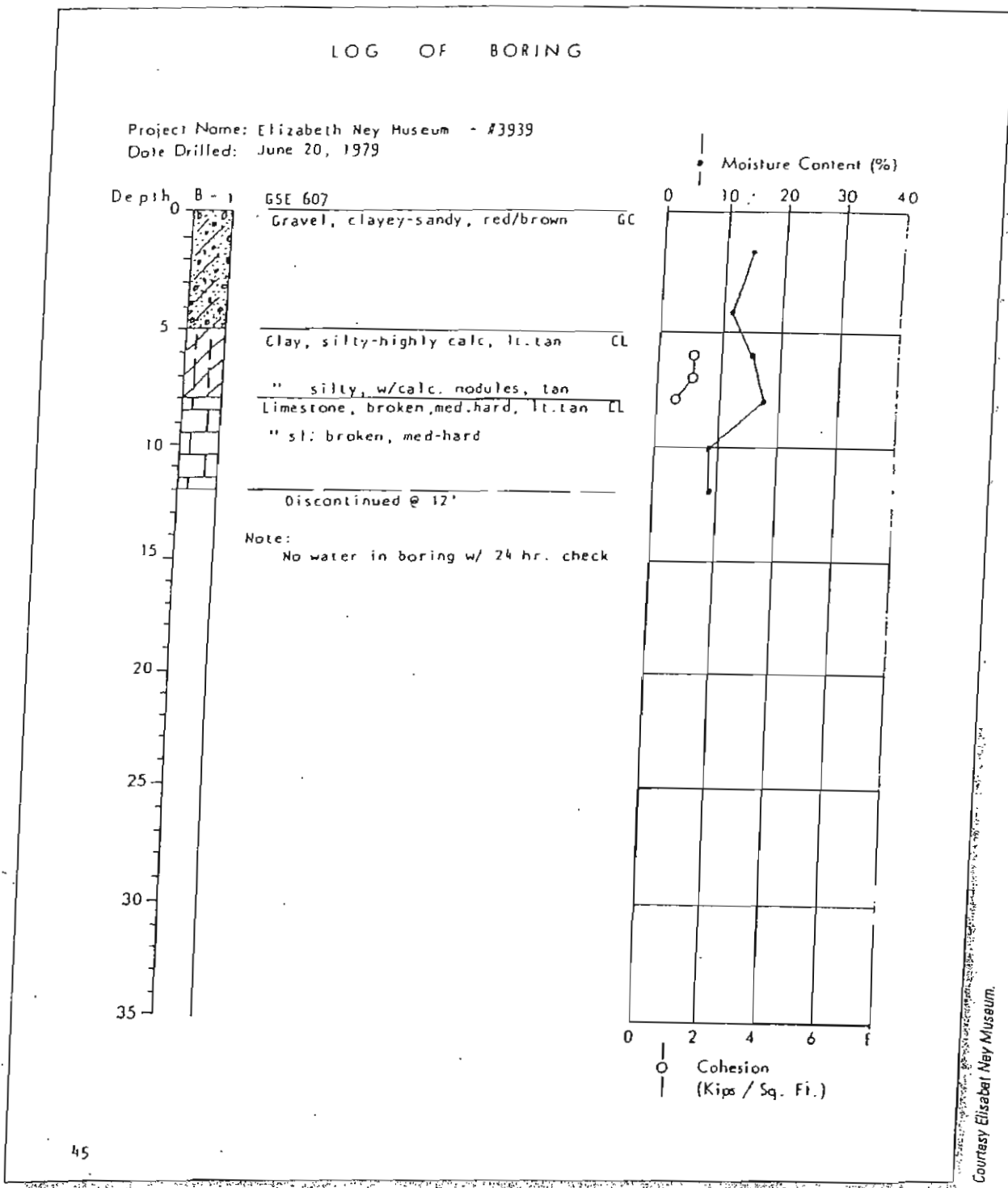
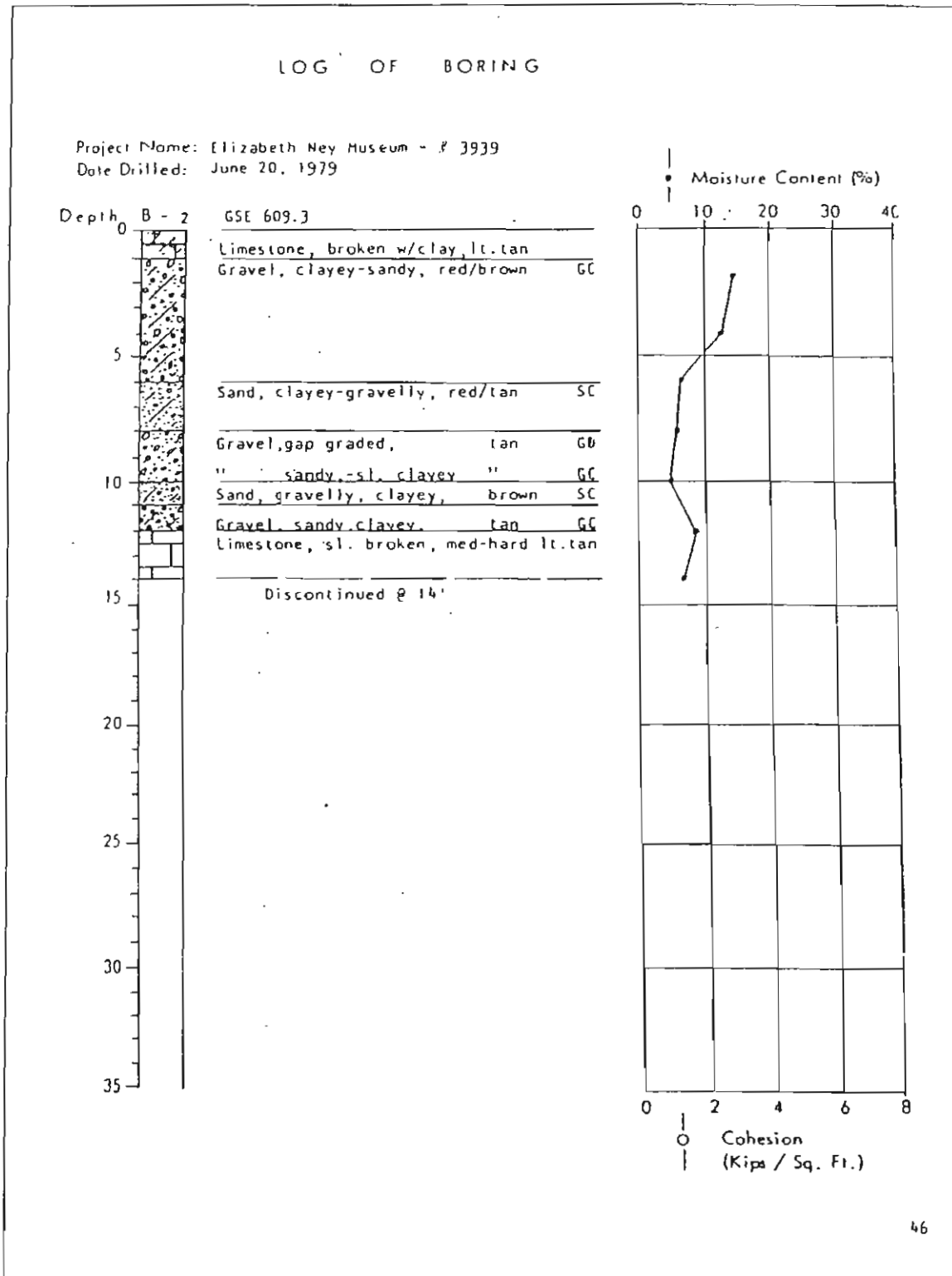


Figure C.1 Log of Boring B-1, developed by Snowden & Meyer, Inc., Consulting Engineers, Austin, for the "Elisabet Ney Museum: A Preservation Analysis & Master Plan," October, 1979.



Courtesy Elisabeth Ney Museum.

Figure C.2 Log of Boring B-2, developed by Snowden & Meyer, Inc., Consulting Engineers, Austin, for the "Elisabet Ney Museum: A Preservation Analysis & Master Plan," October, 1979.

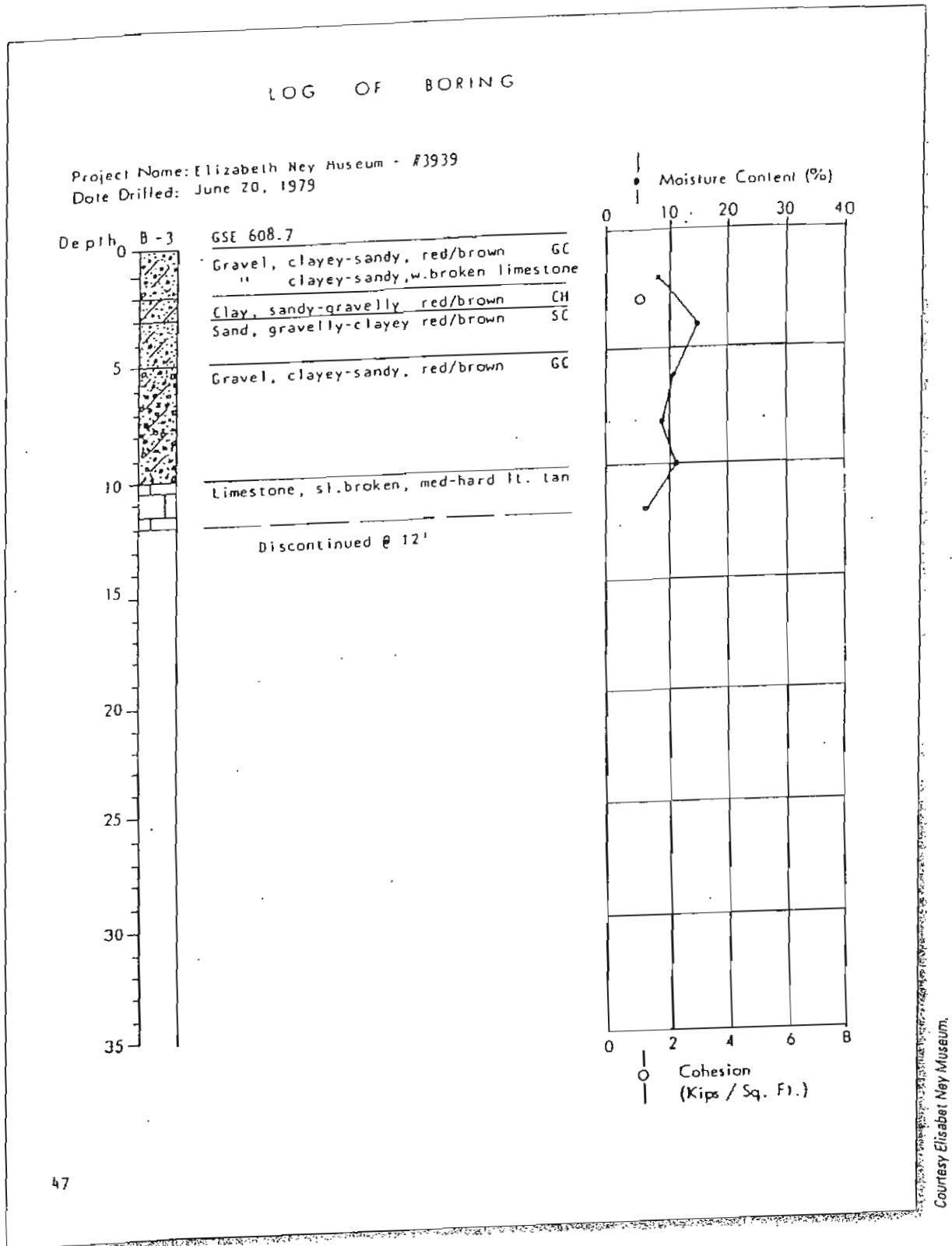


Figure C.3 Log of Boring B-3, developed by Snowden & Meyer, Inc., Consulting Engineers, Austin, for the "Elisabet Ney Museum: A Preservation Analysis & Master Plan," October, 1979.

KEY TO SOIL CLASSIFICATIONS AND SYMBOLS				
UNIFIED SOIL CLASSIFICATION SYSTEM				
Major Division	Letter	Symbol	Name	TERMS CHARACTERIZING SOIL STRUCTURE
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	GW	Well-graded gravels or gravel-sand mixtures, little or no fines	SLICKENSIDED - having inclined planes of weakness that are slick and glossy in appearance
		GP	Poorly-graded gravels or gravel-sand mixtures, little or no fines	FIGURED - containing shrinkage cracks, frequently filled with fine sand or silt, usually more or less vertical
		GM	Silty gravels, gravel-sand-silt mixtures	LAMINATED (VARVED) - composed of thin layers of varying color and texture, usually grading from sand or silt at the bottom to clay at the top
	SAND AND SANDY SOILS	GC	Clayey gravels, gravel-sand-clay mixtures	CRUMBLY - cohesive soils which break into small blocks or crumbs on drying
		BW	Well-graded sands or gravelly sands, little or no fines	CALEAREOUS - containing appreciable quantities of calcium carbonate, generally nodular
			SP	Poorly-graded sands or gravelly sands, little or no fines
		SM	Silty sands, sand-silt mixtures	POORLY GRADED - predominately of one grain size (uniformly graded) or having a range of sizes with some intermediate size missing (gap or skip graded)
			SC	Clayey sands, sand-clay mixtures
		FINE GRAINED SOILS	SILTS AND CLAYS LL < 50	ML
CL	Inorganic clays of low to medium plasticity, greasy clays, sandy clays, silty clays, lean clays			
OL	Organic silts and organic silt-clays of low plasticity			
SILTS AND CLAYS LL > 50	MH		Inorganic silts, micaceous or glauconitic fine sand or silty soils, elastic silts	
	CH		Inorganic clays of high plasticity, fat clays	
	OH		Organic clays of medium to high plasticity, organic silts	
HIGHLY ORGANIC SOILS	PT	Peat and other highly organic soils		
TERMS DESCRIBING CONSISTENCY OF SOILS				
COARSE GRAINED SOILS		FINE GRAINED SOILS		
DESCRIPTIVE TERM	NO. BLOW/S/FT STANDARD PEN. TEST	DESCRIPTIVE TERM	NO. BLOW/S/FT STANDARD PEN. TEST	UNCONFINED COMPRESSION TONS PER SQ. FT.
Very loose	0-4	Very Soft	< 2	< 0.25
Loose	4-10	Soft	2-4	0.25-0.50
Firm (medium)	10-30	Plastic (med. stiff)	4-8	0.50-1.00
Dense	30-50	Stiff	8-15	1.00-2.00
Very Dense	over 50	Very Stiff	15-30	2.00-4.00
		Hard	over 30	over 4.00
Note: Classification for "Consistency" is determined with a 0.25" diam penetrometer.				
Other symbols used on logs:				
	Limestone		Shale	
			Igneous Rock	
1-From "Soil Mechanics" by Terzaghi, 1925, McGraw-Hill, New York, N.Y. 2-From "Soil Mechanics in Engineering Practice" by Terzaghi, 1943, Wiley, New York, N.Y.				
SNOWDEN & MEYER, INC.		Consulting Engineers		Austin, Dallas, San Antonio
				48

Courtesy: Elisabet Ney Museum.

Figure C.4 Key to Soil Classifications and Symbols, developed by Snowden & Meyer, Inc., Consulting Engineers, Austin, for the "Elisabet Ney Museum: A Preservation Analysis & Master Plan," October, 1979.

05/02/08

Bidding Requirements, Contract Forms and Conditions of the Contract
LUMP SUM BID FORM
Section 00300L

City Manager
Austin, Texas

The undersigned, in compliance with the Invitation for Bids for construction of the following Project: **Elisabet Ney Museum Building, ADA Accessibility and Landscape Improvements**

(CIP ID# 7551.002) (IFB# 6100 CLMC055) the City of Austin, Texas, having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated for the lump sum price of:

EXCAVATION SAFETY SYSTEMS UNIT PRICES: The undersigned Bidder agrees that the Base Bid for the Work includes the following amounts in the Bid for excavation safety systems as specified in Item Number 509S of the Specifications and in case of an authorized adjustment to the scope of Work, the following unit price(s) will be used in adjusting the Contract Amount:

<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
10	ln. ft.	Trench Safety systems	\$ <u>10</u>	\$ <u>100⁰⁰</u>

BASE BID..... = \$ 285,553⁰⁰

UNIT PRICES: The undersigned Bidder agrees that, in case of an authorized adjustment to the scope of Work shown, the following unit price(s) will be used in adjusting the Contract Amount:

<u>Item Description</u>	<u>Unit Price</u>
Over seed Mix B	\$ <u>7.00</u> per 100 sq. ft.
backflow preventer	\$ <u>520.00</u> per unit
10" surface drain	\$ <u>35.00</u> per unit
6" drainage pipe (perforated)	\$ <u>75.00</u> per linear foot
6" drainage pipe (non-perforated)	\$ <u>30.00</u> per linear foot
4" drain pipe (non-perforated)	\$ <u>28.00</u> per linear foot
4" cleanout	\$ <u>180.00</u> per linear foot
3" non-perforated vertical drain leader	\$ <u>35.00</u> per linear foot

BID GUARANTY: A Bid guaranty must be enclosed with this Bid , as required in Section 00020 or Section 00020S, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of **120 Calendar Days**. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020S or 00100, or any mutually agreed extension of that period; or
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within ten (10) Calendar Days after notice of award, or any mutually agreed extension of that period.

GEOTECHNICAL BASELINE ACKNOWLEDGEMENT: The undersigned bidder certifies that he/she has read and understands the Geotechnical Baseline Report, the Geotechnical Data Report, and all other geological and geotechnical information and data as provided in the Contract Documents, including all Addenda.

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to **substantially** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within one hundred and twenty (120) **Calendar Days**. **If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within sixty (60) Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.** The Bidder further agrees that should the Bidder fail to **finally** complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder. Therefore, the Bidder and the OWNER agree that for each and every **Calendar Day** the Work or any portion thereof, remains incomplete after the **Final Completion date** as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of **two hundred dollars (\$200.00)** per **Calendar Day** as liquidated damages, not as a penalty, but for delay damages to the OWNER. **<If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph , "Time of Completion", payment will be due to the OWNER in the amount of two hundred dollars (\$200.00) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.** Such amount shall be deducted by the OWNER from any Contract payment due. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidders).

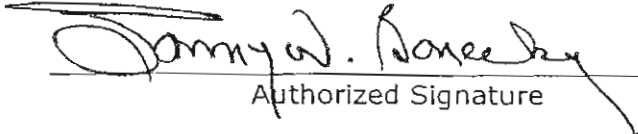
The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated June 11, 2009 Received June 11, 2009
 Addendum No. 2 dated _____ Received _____
 Addendum No. 3 dated _____ Received _____

Wayne A. Barecky
Secretary, *if Bidder is a Corporation

Barecky Construction Company
Bidder

(Seal)


Authorized Signature

Larry W. Barecky, President
Title

June 18, 2009
Date

450 Lange Road

Wimberley, TX 78676
Address

(512) 842-2106 (512) 842-2206
Telephone Number / FAX Number

barecky@barecky.com
Email Address

* Copy of Corporate Resolution and minutes with certificate of officer of Bidder as to authority of signatory to bind Bidder is to be signed and dated no earlier than one week before Bid date, and attached to this document.

End



Attachment A
BIDDER'S INFORMATION
(to be returned with the Bid)

- A. **Name of Bidder:** Barecky Construction Company
- B. **Bidder's Permanent Address:** 450 Lange Road, Wimberley, TX 78676
- C. **Bidder's Phone No.:** (512) 842 - 2106
- D. **Number of years in business under current company name:**
20 years

(Note: Bidder must have been in existence for a minimum of one (1) year under its current company name. Changes in company name during the experience period are acceptable, if the continuity of the company structure can be demonstrated. Attach separate documentation, if applicable.)

If Bidder answers "YES" for any of questions E – H, Bidder must attach separate sheets with a brief description or explanation of the answer and provide pertinent contact information (parties' names, addresses and telephone numbers).

- E. **Has the Bidder ever defaulted on a contract?**
YES (___) NO (X)
- F. **Are there currently any pending judgments, claims, or lawsuits against the Bidder?**
YES (___) NO (X)
- G. **Does Bidder currently have any pending claims, judgments or lawsuits against any prior client?**
YES (___) NO (X)
- H. **Is the Bidder or its principals involved in any bankruptcy or reorganization proceedings?**
YES (___) NO (X)

Attachment B

STATEMENT OF EXPERIENCE

(To be returned with the Bid)

The Project is a Historical Landmark Property, and funding is being provided by the National Parks Service. As such, it is important that the General Contractor is familiar with and exhibits experience with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines to the Treatment of Cultural Landscapes.

Bidder must list and describe Bidder's (not proposed subcontractors') construction experience as a general contractor for a minimum of three (3) successfully completed projects of comparable size, scope and complexity to the Work described in the Contract Documents.

Bidder must have completed the projects within the past five (5) years.

To the extent that specific experience is required, Bidder must demonstrate the specific experience requirements with the three (3) listed projects. (Additional sheets may be used, if necessary.)

Does Bidder propose to fulfill any experience requirement with subcontracted resources?

YES () NO ()

NOTE: If "yes", Bidder must submit **Attachment E** (Statement of Subcontractor Experience) as well as any other required Post-Bid forms, **when requested by Owner.**

PROJECT NO. 1 Waterproofing, Masonry, Landscaping and/or Historical Preservation

Name of Project: CARTS Georgetown Station

Location: 3620 S. Austin Ave., Georgetown, TX 78626

OWNER's Name and Address: CARTS, 2010 E. 6th St., Austin, TX 78702

OWNER's Contact Person (Print): David Marsh or Derek Goodall

Phone/Fax No.: 708-5515 / 478-1110

Initial Contract Price: \$ 1,224,499 Final Contract Price: \$ 1,320,448

Contract Start Date: 10/22/08 (Date of Notice To Proceed)

Contract Time: N/A (Calendar Days () Working Days)

Contract Substantial Completion Date: 8/18/09 (current)

Actual Substantial Completion Date: N/A

If contract time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

Time extensions were a result of change orders added by CARTS.

Project Description and why it is comparable to this Contract:

New construction of a 3,500 SF building: site paving, fencing,

landscaping, CMU block masonry, metal louver walls, wood mill-

work, aluminum soffit panels, metal roofing, insulation, metal

doors, aluminum storefront, skylight, drywall, ceiling, flooring,

painting, louvers, fire extinguishers, lockers, toilet accessories,

appliances, HVAC, plumbing, electrical and utilities.

PROJECT NO. 2 Waterproofing, Masonry, Landscaping and/or Historical Preservation

Name of Project: Hays County Precinct 4 Office Building

Location: 195 Roger Hanks Parkway, Dripping Springs, TX 78620

OWNER's Name and Address: Hays County, 111 E. San Antonio St., San Marcos, TX 78666

OWNER's Contact Person (Print): Karen Ford

Phone/Fax No.: 858-7268 / 858-2655

Initial Contract Price: \$ 1,646,250

Final Contract Price: \$ 1,623,990

Contract Start Date: 4/28/08 (Date of Notice To Proceed)

Contract Time: N/A (X) Calendar Days () Working Days

Contract Substantial Completion Date: 3/27/09 (finished early)

Actual Substantial Completion Date: 3/27/09 (finished early)

If contract time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

N/A

Project Description and why it is comparable to this Contract: New construction of a 6,200 SF building: storm water pollution prevention plan,

erosion control, fencing, site work, concrete, masonry, structural steel, carpentry, millwork, roofing, joint sealants, doors, frames, hardware, glazing, aluminum windows, plastering, drywall, acoustical ceiling, ceramic tile, flooring, concrete staining, painting, flagpole, fire protection specialties, toilet and bath accessories, HVAC, plumbing, utilities, rain water collection piping, galvanized steel water tank, irrigation, septic system, electrical and final cleaning.

PROJECT NO. 3 Masonry, Waterproofing, Landscaping and/or Historical Preservation

Name of Project: Gus Garcia Recreation Center
Location: 1101 East Rundberg Lane, Austin, TX 78753
OWNER'S Name and Address: City of Austin, 505 Barton Springs Rd., Austin, TX 78753
OWNER'S Contact Person (Print): Rossy Farina-Strauss
Phone/Fax No.: 974-7207 / 974-7203
Initial Contract Price: \$ 6,252,496 Final Contract Price:
\$ 6,489,897.06
Contract Start Date: 11/1/06 (Date of Notice To Proceed)
Contract Time: N/A (x) Calendar Days () Working Days
Contract Substantial Completion Date: N/A
Actual Substantial Completion Date: 2/29/08

If contract time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

Time extensions were a result of change orders added by the City of Austin.

Project Description and why it is comparable to this Contract:

New construction of a 19,450 SF building including extensive site work, landscaping, irrigation, utilities with detention pond, storm drainage, concrete, asphalt, cementitious deck, masonry, structural steel, metal fabrication, mechanical fence, architectural woodwork, metal wall panels, sheet metal roofing, canopy, waterproofing, doors, frames, hardware, overhead doors, aluminum storefront, glazing, translucent panel system, drywall, acoustical ceiling, wood ceiling, carpet, painting, ceramic

tile, athletic flooring, toilet compartments, toilet accessories, louvers, signage, lockers and benches, folding partitions, appliances, athletic equipment, gym divider curtain, telescoping bleachers, mechanical, plumbing, sanitary sewer, underground fire line, storm drain, gas lines, electrical, telecommunications and fire alarm.

Attachment C
STATEMENT OF EXPERIENCE FOR BIDDER'S
PROJECT MANAGER & SUPERINTENDENT

(To be returned with the Bid)

Bidder must attach resumes for the Project Manager and Superintendent, who will be assigned to this project. The resumes must demonstrate that these individuals have worked on at least three (3) similar, successfully completed projects in the capacity of Project Manager or Superintendent, or other responsible supervisory capacity, as applicable, during the last 10 years.

Project Manager (name): Wayne A. Barecky

Superintendent (name): Ron Kilman

(Insert Resumes & Experience)

Key Personnel

I. CORPORATE OFFICERS

A. Larry W. Barecky, President

1. Skills
 - ❖ Estimating
 - ❖ Financial Planning
 - ❖ Administration
 - ❖ Project Management
 - ❖ Carpentry
2. Education
 - ❖ Corpus Christi State University, Corpus Christi, Texas
 - ❖ Oklahoma Baptist University, Tulsa, Oklahoma
 - ❖ Roy Miller High School, Corpus Christi, Texas
 - ❖
3. Projects
 - ❖ ALL Barecky Construction Company's Projects since 1989

B. Wayne A. Barecky, Corporate Secretary/Treasurer

1. Skills
 - ❖ 23+ years Project Management (overseeing multiple projects simultaneously)
 - ❖ Project Budget Allocating
 - ❖ Administration
 - ❖ Surtrac Project Management Software
 - ❖ Microsoft Project Management Software
2. Education
 - ❖ Del Mar College, Corpus Christi, Texas
 - ❖ W.B. Ray High School, Corpus Christi, Texas
 - ❖ OSHA Safety Course
3. Projects
 - ❖ ALL Barecky Construction Company's Projects since 1989

II. OFFICE PERSONNEL

A. Danielle Elrod, Office Manager

1. Skills
 - ❖ 10+ years Accounting
 - ❖ 12+ years Bookkeeping

- ❖ Computer Proficient in Outlook, Excel, Word, QuickBooks, and Winfax
 - ❖ Office Management
2. Education
 - ❖ Zion Academy, Fort Worth, Texas
 - ❖ Wimberley High School, Wimberley, Texas

III. SUPERINTENDENTS

A. Ron Kilman, Superintendent

1. Skills
 - ❖ Project Management/Estimating
 - ❖ 36+ years Construction Background
 - ❖ Carpentry & all interior finishes including MEPs
 - ❖ Computer Proficient
 - ❖ General Drafting
2. Education
 - ❖ Durham's Business College, Austin, Texas
 - ❖ The University of Texas at Austin, Austin, Texas
 - ❖ Fredericksburg High School, Fredericksburg, TX
3. Projects
 - ❖ Hays County Precinct 4 Office Building
 - ❖ City of Austin Gus Garcia Recreation Center
 - ❖ City of Austin Spicewood Springs Branch Library
 - ❖ Department of Public Safety Building "I"
 - ❖ Austin ISD Akins Greenhouse
 - ❖ Texas Building & Procurement Commission School for the Blind
 - ❖ University of Texas Lab Theatre Renovation

B. Paul Slagle, Superintendent

1. Skills
 - ❖ Project Management
 - ❖ 33+ years Construction Background
 - ❖ Carpentry & all interior finishes including MEPs
2. Education
 - ❖ Lometa High School, Lometa, Texas
 - ❖ United States Army
3. Projects
 - ❖ CARTS Georgetown Station
 - ❖ Austin ISD Reagan High School & Clifton Career Development Center
 - ❖ University of Texas Jester Dormitory
 - ❖ University of Texas Ashbel Smith Hall & Colorado Building

Wayne A. Barecky
123 Rancho Grande
Wimberley, Texas 78676

OBJECTIVE:

To provide an extensive look at the operating position of Wayne A. Barecky.

TRADE SKILLS:

- Project Manager
- Construction Superintendent
- Drafting
- Carpentry
- Business Administration

EXPERIENCE:

04/88-PRESENT

Barecky Construction Company, Austin, Texas

SUPERINTENDENT/PROJECT MANAGER

Primary Superintendent. Responsible for the daily operations of managing construction projects from its conception to its completion. Managed the construction job budgets. In the early years, responsible for estimating the project costs during the bidding phase.

04/85-03/88

E.E.Reed Construction Company, Austin, Texas

CARPENTER FOREMAN

Responsible for performing a variety of crew managing tasks related to the carpentry trade, such as concrete forming for structural Columns, retaining walls, tilt walls, sidewalks & parking lots. During the last year, had minimal training as an Assistant Superintendent.

11/81-04/85

Diversified Structures, Inc., Corpus Christi, Texas

CARPENTER

Responsible for Carpentry related tasks such as concrete forming, rough framing, finish carpentry, millwork (trim & cabinets).

EDUCATION:

09/80-04/84

Del Mar College, Corpus Christi, Texas

ASSOCIATES IN BUSINESS

Degree: NA

GPA: 2.5

09/76-05/80

W.B.Ray High School, Corpus Christi, Texas

HIGH SCHOOL DIPLOMA

Degree: 0580

GPA: 2.75

REFERENCE:

Available upon request.

DIVERSIFIED: Superintendent/MEP Coordinator/Manager...

Seeking a position where 28 years of construction/management and facility operation experience will add value to operations.

SUMMARY OF QUALIFICATIONS

Offers over nine years supervisory experience; over five years facilities management experience; over ten years carpentry experience; over two years estimating experience; over two years drafting experience; over four years customer service experience. Academic background in drafting and preengineering. Excellent leadership and team building abilities; excellent communication, human relations, and problem solving skills; computer literate and proficient with MS Word, Excel, Windows 95/98/Office 2000 Professional, Internet usage, Microstation 95/J, TMS, HEMS, and ICE 2000;

REPRESENTATIVE ACCOMPLISHMENTS...

illustrating, higher productivity, strong interpersonal skills, effective problem-solving capability, quality results, clear vision and a customer-driven focus

- Successfully managed a start up hospital maintenance staff transcending startup to maintenance activities
- Supervised early completion of remodeling a \$25,000,000 a month billing center for electrical utilities that included relocation of computer room across town and asbestos abatement procedures. Bonus fee was paid to company for early completion.
- Led a 10-person team in a 652,000-sf. hospital building-wide equipment search for identification/evaluation for Y2K readiness. Completed inventory/identification task ahead of schedule largely due in part to detailed systematic approach of team assignment.
- Analyzed middle of night water line break location. Maintained water supply to hospital during water line break by coordinating efforts of staff, city, and fire department to isolate and reroute water supply, without interruption of critical water needs.
- Took leadership of stalled Process Improvement Team, restructured its membership, fast-tracked its direction, identified solution that saved 80% of projected cost and simplified customer impact. Completed task in 4 months.
- Reorganized and implemented hiring process in engineering. Reduced turnover and improved competency by 5%

EDUCATION

Preengineering,	The University of Texas at Austin, TX	1969-1971
General Drafting (Diploma)	Durhams Business College, Austin, TX	1971-1972
Mechanical Engineering Associates Degree		Ongoing

PROFESSIONAL MEMBERSHIPS:

Internation Conference of Building Officials
American Society for Healthcare Engineering
Texas Association of Healthcare Facilities Management

PROFESSIONAL EXPERIENCE

Estimator	General Construction	2001-2003
Engineering Facilities Manager	Healthcare Facility	1995-2001
MEP Superintendent, Design Team Liaison	Hospital Construction	1993-1995
Superintendent, Project Management	Cleanroom Construction	1987-1993
Owner, estimator, marketing.	Industrial Construction	1981-1987
Carpenter, estimator, superintendent	Industrial Construction	1978-1981
Carpenter, cabinetmaker	Residential Construction	1974-1978
Draftsman, deed researcher	Surveying	1972-1974

Experience gained:

- Healthcare Facilities Management – Supervised bringing new startup facility on line, guiding operations from startup activities to system maintenance mode. Managed daily operations of Facilities Engineering Department and ensured JCAHO readiness (three consecutive JCAHO scores in high 90's). Prepared operational/capital budgets and managed department at just below budget for tenure. Performed interviews, hiring, and annual evaluations of engineering technicians (2 went on to become directors at other healthcare facilities). Modified drawings and CAD files for as-builts. Covered for director of Facilities Management (i.e., Engineering, Environmental Services, Security, Bio-med) in his absence. Trained in disaster preparedness, emergency procedures, and numerous management and technical seminars. Conducted monthly fire drills and improved facility participation through event reporting to Safety Committee.
- Hospital Construction –Supervised MEP trades for on time completion. Collaborated with MEP trades to coordinate placement of mechanical, electrical, and plumbing systems with no installation conflicts. Ensured MEP system tests were within specifications (duct leakage test was better than specified). Collaborated with design team to solve construction conflicts, which minimized time impact. Ensured adherence to healthcare construction regulations and critical system criteria. Interfaced with city, state, federal, and healthcare regulatory agencies with no adverse impact.
- Cleanroom Construction – Supervised projects. Ensured compliance of stringent details to cleanroom specifications, regulations, and rigid inspection criteria; maintained protocols for microelectronics and food processing cleanrooms.
- Industrial Construction – Supervised and performed trade work of carpentry, drywall, door prep/hardware installation, architectural woodwork, and creative problem solving providing quality on time product. Estimated profitable construction cost for bid proposals. Coordinated construction activities with corporate clients and internal customers yielding minimal impact to daily operations. Coordinated multiple simultaneous and concomitant projects, including tenant buildout. Interfaced with corporate, city, state, and federal regulatory agencies. Completed 30 hour OSHA safety training course.
- Residential Construction, both new and restoration – Performed trade work of concrete, layout, carpentry, drywall, painting, door/hardware installation, cabinetry construction/installation, architectural woodwork, roofing, and creative problem-solving to provide quality on time product. Interfaced with city regulatory agencies with no adverse impact.
- Surveying – Researched deeds, drafted subdivisions and plats.
- Road Construction – form/finish concrete, and equipment mechanic.

- Public sales – stock, display, inventory, and customer service.

Ronald Kilman

Page three of four

Professional Experience:

Estimator/carpenter Dart Construction, Austin, Texas, 2001-2003

General duties:

Pre-bid investigation.

Preparation of bid proposal.

Drafting plans for permit.

Permit acquisition.

Engineering Manager North Austin Medical Center, Austin, Texas 1995-2001

Responsible for:

Daily operation of Facilities Engineering.

Interviewing, hiring, and evaluating employees

Inservice education and training for Facilities Engineering employees.

Coordination with department heads for operational and construction needs.

Cost control of construction projects.

Code compliance.

Coordination with city, state, and federal regulatory agencies.

Preparation of operating and capital budgets.

Facilitation of process improvements.

Interfacing with administration.

Assumption of director duties as necessary.

Providing support of Environmental Services/Security management.

Disaster readiness planning and preparation.

Y2K readiness, equipment inventory, and evaluation.

Maintenance and updating of as-built drawing files.

Maintenance of CAD files.

MEP Coordinator Centex–Bateson Construction, Dallas, Texas. 1993-1995

Responsible for:

Construction quality controls of MEP systems of hospital project (North Austin Medical Center).

Coordination of mechanical, electrical, and plumbing work forces.

Interfacing with mechanical, electrical, and plumbing contractor representatives.

Providing advisory support for other construction trades.

Coordinating owner, architectural and engineering field changes.

Coordinating onsite city, state, and regulatory agency inspections.

City, state, and federal code compliance.

Commissioning of building systems.

Superintendent/MEP Coordinator Marshall Contractors, Rumford, RI. 1987-1993

Responsible for:

Construction quality control of pharmaceutical facility (Sandoz Pharmaceutical), microelectronics cleanroom facilities (IBM, The University of Texas at Austin, Pitney Bowes), food processing cleanroom facility (Motts), office building and buildout (PHS), and waste water sludge to compost processing plant (Hartford).

Supervision of labor forces and subcontractors.

Cost modeling efficacy.

Expedition of submittals and purchase orders.

Supervising installation of mechanical, electrical, and plumbing systems.

Scheduling of work cycles and trades.

Ensuring city, state, and federal code compliance.

Coordination of city, state, and regulatory agency onsite inspections.

Commissioning of building systems.
Ronald Kilman

President/operations American Industrial Remodeling, Inc./self 1981-1987
Responsible for:
Organization of a new business.
Formation of a corporation.
Estimating and bidding.
Scheduling staff, work cycles, and trades.
Maintenance of lock and key controls.
City, state, and federal code compliance.
Interfacing with corporate clients (IBM).
Coordination of onsite city, state, and regulatory agency inspections.

Superintendent/estimator BRATH, Inc., Round Rock, Texas. 1978-1981
Responsible for:
Coordination of multiple projects.
Estimating and bidding.
Staffing.
City, state, and federal code compliance.
Interfacing with corporate clients (IBM, Motorola, and Cypress Semiconductor).
Coordination of onsite city, state, and regulatory agency inspections.

Superintendent/ carpenter Walters Construction, Fredericksburg, Texas. 1974-1978
Responsible for:
Performing general carpenter duties.
Preparation for painting, i.e., taping, floating.
Painting and finishing.
Concrete form construction.
Placing/finishing concrete.

Draftsman/deed researcher Armstrong Engineering, Fredericksburg, Texas. 1972-1974
Responsible for:
Laying out subdivision design.
Drawing survey plans.
Preparing and researching metes and bounds description.
Researching titles and abstracts.

Mechanic/carpenter Allen Keller Company, Fredericksburg, Texas. 1969-1972
Responsible for:
Concrete form construction.
Mechanical repair of diesel road equipment.

ATTACHMENT D

(To be submitted with Bid)

AUTHENTICATION

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that the responses and information in Attachments A, B, and C are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that the information given may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected.

Bidder's full name and entity status:

Barecky Construction Company (Texas Corporation)


Signature, Authorized Representative of Bidder

Larry W. Barecky, President

Title

June 18, 2009

Date

Attachment E

STATEMENT OF EXPERIENCE FOR BIDDER'S LISTED SUBCONTRACTORS

(To be returned within three (3) days of notification of apparent low Bidder status)

Name of Bidder: Barecky Construction Co.

Bidder must supply the following project history information for each major Subcontractor included for the Work. OWNER may deem a Subcontractor's information insufficient and reject the Bid.

Using the summary format below, list and describe each Major Subcontractor's construction experience for a minimum of three (3) successfully completed projects of comparable size, scope and complexity to the Work described below.

The Subcontractor must have performed the Work within the past five (5) years.

Bidder must answer all questions completely and all information must be clear, accurate and comprehensive. If necessary, questions may be answered on separate attached sheets. Anything that indicates that a Major Subcontractor is not responsible or the failure to answer a question or fill in a blank may cause the Bid to be rejected by OWNER.

Any Major Subcontractor listed in Attachment E must be included in the Bidder's Original MBE/WBE Compliance Plan.

Complete a copy of Attachment E for each Major Subcontractor.

Major Subcontractor's type of work: Masonry

Name of Major Subcontractor: Jim Connelly Masonry, Inc.

Subcontractor's Permanent Address: 17804-B Thomas Springs, Austin, TX 78736

Subcontractor's Phone No.: (512) 288-2368

Number of years in business under current company name: 30 years

Project No. 1 - Major Masonry Subcontractor's Experience Information

Name of Project: Tarrytown United Methodist Church Location: 2601 Exposition Blvd., Austin, TX 78703

OWNER's Name and Address: General Contractor: G Creek Construction

OWNER's Contact Person (Print): Kenny Ames P.O. Box 163764

Phone No.: (512) 452-5916 Austin, TX 78716

Project Description and why it is comparable to this Contract: _____

Historical restoration of masonry.

Subcontract Price: \$87,960.-

Contract Start Date: 1/8/09 (Date of Notice To Proceed)

Contract Time: 6 months (X) Calendar Days () Working Days

Contract Substantial Completion Date: 5/1/09

Actual Substantial Completion Date: 5/1/09

If contract time extensions were added to the contract as a result of subcontractor responsibilities, provide a short explanation of each.

N/A

Project No. 2 - Major Masonry Subcontractor's Experience Information

Name of Project: Laurel Hall

Location: Texas State University, San Marcos, TX

OWNER's Name and Address: GC: Journeyman Construction,
7701 N. Lamar, Ste. 100, Austin, TX 78752

OWNER's Contact Person (Print): Victor Moore

Phone No.: (512) 247-7000

Project Description and why it is comparable to this Contract: _____

Stucco, glazed block, CMU, milled stone

Subcontract Price: \$31,319.99

Contract Start Date: 11/26/08 (Date of Notice To Proceed)

Contract Time: 6 months (X) Calendar Days () Working Days

Contract Substantial Completion Date: N/A

Actual Substantial Completion Date: N/A

If contract time extensions were added to the contract as a result of subcontractor responsibilities, provide a short explanation of each.

N/A

Project No. 3 - Major Masonry Subcontractor's Experience Information

Name of Project: Kinsolving Dormitory

Location: The University of Texas at Austin

OWNER's Name and Address: GC: Harvey-Cleary Builders,
8107 Springdale Road, Ste. 105, Austin, TX 78724

OWNER's Contact Person (Print): M. Shenko

Phone No.: (512) 928-9300

Project Description and why it is comparable to this Contract: _____

Subcontract Price: \$120,571.-

Contract Start Date: 7/9/05 (Date of Notice To Proceed)

Contract Time: 116 () Calendar Days (X) Working Days

Contract Substantial Completion Date: 10/31/05

Actual Substantial Completion Date: N/A

If contract time extensions were added to the contract as a result of subcontractor responsibilities, provide a short explanation of each.

Cast stone, brick repair, third story renovations,
Cast stone repair, point brick repair, wash and
restore building.

Complete a copy of Attachment E for each Major Subcontractor.

Major Subcontractor's type of work: Waterproofing

Name of Major Subcontractor: Ace-Hydroshield Waterproofing & Restoration Services, LLC

Subcontractor's Permanent Address: 13315 Evergreen Way, Austin, TX 78737

Subcontractor's Phone No.: (512) 288-5379

Number of years in business under current company name: 5 years

Project No. 1 - Major Waterproofing Subcontractor's Experience Information

Name of Project: 1801 N. Lamar Bldg - Location: Austin, TX

OWNER's Name and Address: Pyramid Properties Inc
1717 W. 6th St Austin TX 78701

OWNER's Contact Person (Print): Mark Vickers

Phone No.: 472-1585

Project Description and why it is comparable to this Contract: Restoration of Building Exterior - Stone cleaning; tuckpointing; limestone sealer and recaulking

Subcontract Price: 34,000⁰⁰

Contract Start Date: 2006 (Date of Notice To Proceed)

Contract Time: 45 (Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract time extensions were added to the contract as a result of subcontractor responsibilities, provide a short explanation of each.

Project No. 2 - Major Waterproofing Subcontractor's Experience InformationName of Project: Hornsby Bend BMP Admin BldgLocation: Austin, TXOWNER's Name and Address: City of Austin, for Barecky Const
450 Lange Rd Wimberley TX 78676OWNER's Contact Person (Print): Wayne Barecky Phone No.: 842 2106Project Description and why it is comparable to this Contract: Restoration
of Bldg exterior: Stone restoration, removal of
capstones install flashing and replace capstones.
Clean limestone, misc. tuckpointing, recaulkingSubcontract Price: 94,415.00Contract Start Date: 2005 (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract time extensions were added to the contract as a result of subcontractor responsibilities, provide a short explanation of each.

Project No. 3 - Major Waterproofing Subcontractor's Experience InformationName of Project: Univ Texas - Kinsolving Dorm ReprsLocation: Austin TXOWNER's Name and Address: Univ of TX - for Journeymen Const
7701 N. Lamar, Ste 100 Austin, TX 78752OWNER's Contact Person (Print): Barrett ShultzPhone No.: 512 247-7000Project Description and why it is comparable to this Contract: Restoration
of Bldg exterior - Brick removal, embedded
through wall flashing, brick replacement,
misc. tuckpointing, sealant

Subcontract Price: \$58,715-

Contract Start Date: _____ (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract time extensions were added to the contract as a result of subcontractor responsibilities, provide a short explanation of each.

Complete a copy of Attachment E for each Major Subcontractor.

Create Attachment E for Landscaping

Major Subcontractor's type of work: Landscaping

Name of Major Subcontractor: Maldonado Nursery & Landscaping, Inc.

Subcontractor's Permanent Address: 16348 Nacogdoches Road
San Antonio, Texas 78247

Subcontractor's Phone No.: Phone: 210-599-1219 Fax: 210-599-9736

Number of years in business under current company name: 22 Years

Project No. 1 - Major Landscaping Subcontractor's Experience Information

Name of Project: Salado Creek Greenway Location: _____
San Antonio, Texas

OWNER's Name and Address: City of San Antonio

OWNER's Contact Person (Print): Charlie Clearly, Charlie & Company

Phone No.: 210-732-3600

Project Description and why it is comparable to this Contract: _____

Similar in design and requirements. This project also had aggregate paths, stone work, seeding, and sodding.

Subcontract Price: \$73,760.00

Contract Start Date: 12-3-08 (Date of Notice To Proceed)

Contract Time: 15 Days () Calendar Days () Working Days

Contract Substantial Completion Date: December 2008

Subcontract Price: _____

Contract Start Date: _____ (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract time extensions were added to the contract as a result of subcontractor responsibilities, provide a short explanation of each.

Complete a copy of Attachment E for each Major Subcontractor.

Create Attachment E for Landscaping

Major Subcontractor's type of work: ~~Landscaping~~ Site Work

Name of Major Subcontractor: Kiva, Inc.

Subcontractor's Permanent Address: 1501 Hillside Terrace
Buda, Texas 78610

Subcontractor's Phone No.: 512-295-8900

Number of years in business under current company name: _____

Project No. 1 - Major ^{Site Work} Landscaping Subcontractor's Experience Information

Name of Project: Gus Garcia Recreation Center Location: Austin, Texas

OWNER's Name and Address: City of Austin - Parks and Recreation Department

OWNER's Contact Person (Print): Larry Barecky

Phone No.: 512-842-2106

Project Description and why it is comparable to this Contract: _____

Storm Drain & Site Utilities

Subcontract Price: 681,742

Contract Start Date: 11/3/2006 (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: 3/16/08

If contract time extensions were added to the contract as a result of subcontractor responsibilities, provide a short explanation of each.

Change orders & site utilities + drain done at the time other work has been completed by general contractor

Project No. 2 - Major Landscaping Subcontractor's Experience Information

Name of Project: ACC Cypress Parking Lot

Location: Austin, Texas

OWNER's Name and Address: Austin Community College

OWNER's Contact Person (Print): Alan Brandes Phone No.: 512-263-7922

Project Description and why it is comparable to this Contract: _____

Storm Drain & Parking lot

Subcontract Price: 681,742

Contract Start Date: 4/9/2008 (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: 10/1/08

If contract time extensions were added to the contract as a result of subcontractor responsibilities, provide a short explanation of each.

Project No. 3 - Major Landscaping Subcontractor's Experience Information

Name of Project: Walmart

Location: Austin, Texas Brodie + Hwy 290

OWNER's Name and Address: Walmart

OWNER's Contact Person (Print): Barry Wursel

Phone No.: 512-282-9488

Project Description and why it is comparable to this Contract: _____

Storm Drain & Site Utilities

Subcontract Price: 743871

Contract Start Date: 2/2007 (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: 3/1/2008

Actual Substantial Completion Date: 9/30/2008

If contract time extensions were added to the contract as a result of subcontractor responsibilities, provide a short explanation of each.

Change order by General Contractor

ACE – HYDROSHIELD

Waterproofing & Restoration Services, LLC

13315 Evergreen Way Austin, Texas 78737 512 288-5379 512 394-9504 fax

RESTORATION REFERENCES

PYRAMID PROPERTIES, INC.

1717 West 6th Street

Austin, Texas 78701

PROJECT: 1801 N. LAMAR BUILDING (2006)

Value: \$33,850.00

WORK included: Stone cleaning with ProSoCo's Bio Klean and After Wash neutralizer, tuckpointing, limestone sealer and re-caulking

Mark Vickers

Phone: (512) 472-1585

BARECKY CONSTRUCTION CO

400 Lange Road

Wimberley, TX 78676

PROJECT: HORNSBY BEND BMP ADMINISTRATION BLDG (2005)

2210 S FM 973 – Austin

Value: \$94,415.00

WORK included: Stone restoration, remove capstones install flashing and replace capstones, remove and replace broken limestone, clean limestone with ProSoCo Bio Klean and After Wash neutralizer, miscellaneous tuckpointing, stem wall removal and repair, re-caulking

Wayne or Larry Barecky

Phone: (512) 842-2106

JOURNEYMAN CONSTRUCTION CO

7701 N Lamar, Ste 100

Austin, TX 78752

PROJECT: UNIV OF TEXAS KINSOLVING DORM REPAIRS (2006)

W Dean Keeton St - Austin

Value: \$58,715.00

WORK included: Brick removal, embedded through wall flashing, brick replacement, brick infill, stone removal and resetting, miscellaneous tuckpointing, sealant re-pointing.

Barrett Schultz (now in SA)

Phone: (512) 247-7000

Attachment I

PROJECT HISTORY LISTING (INCLUDING ALL CITY OF AUSTIN PROJECTS)

(To be returned within three (3) days of notification of apparent low Bidder status)

Provide a list of all completed projects, including all City of Austin projects that Bidder has completed in the past five (5) years by calendar year (or life of company if less than five (5) years). Include the following: a brief statement regarding the job type, the estimated project duration, project contact, and project description.

Calendar Year of _____ Please see the attached.

Name of Project: _____

Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Duration: _____ Project Contact: _____

Brief Description: _____

Name of Project: _____

Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Duration: _____ Project Contact: _____

Brief Description: _____

Name of Project: _____

Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Duration: _____ Project Contact: _____

Brief Description: _____

Name of Project: _____ Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Duration: _____ Project Contact: _____

Brief Description: _____

Use additional pages as necessary to achieve a representative listing covering 5 years

COMPLETED PROJECTS

- I. Hays County
Precinct 4 Office Building (195 Roger Hanks Parkway, Dripping Springs, TX 78620)
Contract amount: \$ 1,623,990.00
Owner: County of Hays
111 E. San Antonio Street, Ste. 300
San Marcos, TX 78666
Contact: Karen Ford, Commissioner (512) 858-7268
Architect: Jackson & McElhaney Architects
1135 W. 6th St. # 125
Austin, TX 78703
Contact: Michael McElhaney, Architect (512) 472-5132
Project Start Date: 4/21/08
Total Completed: 100%
Completion Date: 3/27/09
Description: New construction of a 6,200 SF building: storm water pollution prevention, erosion control, fencing, site work, concrete, masonry, structural steel, carpentry, millwork, roofing, joint sealants, doors, frames, hardware, glazing, aluminum windows, plastering, drywall, acoustical ceiling, ceramic tile, flooring, concrete staining, painting, flagpole, fire protection specialties, toilet & bath accessories, HVAC, plumbing, utilities, rainwater collection piping, galvanized steel water tank, irrigation, septic system, electrical and final cleaning.
Superintendent: Ron Kilman
Project Manager: Wayne Barecky
- II. Austin Independent School District – Reagan High School and Clifton Career Development Center
Contract amount: \$ 1,278,212.00
Owner: Austin Independent School District
1717 West 6th Street, Suite 310
Austin, TX 78703
Contact: Marc Brewster, Project Manager (512) 848-8942
Architect: Architecture Plus
1907 N. Lamar Blvd., Ste. 260
Austin, TX 78705
Contact: Abel Sedillo, Architect (512) 478-0970
Project Start Date: 6/11/08
Total Completed: 100%
Completion Date: Phase I: 8/20/08 and Phase II: 10/31/08
Description: Interior and exterior renovations to two existing buildings: Selective demolition, metal fabrications, rough carpentry, joint sealants, doors, frames, hardware, aluminum windows/storefronts, automatic entrances, glazing, gypsum board, tile, acoustical ceiling, resilient flooring, carpet, painting, toilet compartments, operable partitions, metal lockers, wire mesh partitions, mechanical, electrical, plumbing and asbestos abatement.
Superintendent: Paul Slagle
Project Manager: Wayne Barecky
- III. City of Austin
Gus Garcia Recreation Center (1101 East Rundberg Lane, Austin, TX 78753)
Contract amount: \$ 6,487,643.64
Owner: City of Austin Public Works Department
505 Barton Springs Road
Austin, TX 78704

Architect: Elliott & Hamill Architects, Inc.
101 W. 6th St. # 411
Austin, TX 78704
Contact: Michael Dean Elliott, Architect (512) 478-4884
Project Start Date: 11/1/06
Total Completed: 100%
Completion Date: 2/29/08
Description: New construction of a 19,450 SF building: site work, utilities including: sanitary sewer; underground fire line; storm drain and detention pond, erosion control, landscaping, irrigation, asphalt, concrete, stained concrete, cementitious deck, masonry, structural steel, metal fabrication, mechanical fence, architectural woodwork, metal wall panels, sheet metal roofing, canopy, waterproofing, doors, frames, hardware, aluminum storefront, glazing, drywall, acoustical ceiling, wood ceiling, ceramic tile, athletic flooring, carpet, painting, toilet compartments & accessories, louvers, signage, lockers & benches, folding partitions, appliances, athletic equipment, gym divider curtain, telescoping bleachers, mechanical, electrical, plumbing, telecommunications and fire alarm.
Superintendent: Ron Kilman
Project Manager: Wayne Barecky

IV. Travis County Purchasing Office
East Metro Park Phase 1 – Project 2 (18701 Blake Manor Rd., Austin, TX 78653)
Contract amount: \$ 2,996,073.33
Owner: Travis County
P.O. Box 1748
Austin, TX 78767
Contact: Roger ElKhoury, Project Manager (512) 854-4579
Architect: Land Design Studio
3901-A Spicewood Springs Road, Ste. 201
Austin, TX 78759
Project Start Date: 1/24/05
Total Completed: 100%
Completion Date: 12/13/07
Description: New construction of various buildings and structures at the park including an entry kiosk, two concessions, two restroom facilities, basketball facility, kitchen, meeting hall, maintenance building and two entry towers: site work, utilities, concrete, masonry, structural steel, metal fabrications, carpentry, roofing, plastering, painting, signage, aluminum doors/frames, windows, toilet partitions & accessories, pre-engineered metal building & erection, basketball equipment, fencing, water tanks, plumbing and electrical.

V. Adjutant General's Department
Roof Replacement and Minor Roof and Related Repairs of Buildings # 30, # 31, # 32, # 33 and # 36 – Camp Mabry
Contract amount: \$ 525,236.86
Owner: Adjutant General's Department
2200 West 35th Street
Austin, TX 78703
Contact: Gary Mullen, Project Manager (512) 782-6951
Architect: LaMarr Womack & Associates, LP
711 N. Carancahua, Suite 404
Corpus Christi, TX 78475
Contact: LaMarr Womack, Architect (361) 884-7442
Project Start Date: 7/31/06

Total Completed: 100 %
Schedule Completion: 4/13/07
Description: Renovations to five (5) existing buildings: roof replacement with sheet metal roofing, carpentry, painting, concrete piers and steel columns.

VI. City of Austin
Spicewood Springs Branch Library Expansion (8637 Spicewood Springs Rd., Austin, TX 78759)
Contract amount: \$ 1,817,466.46
Owner: City of Austin Public Works Department
505 Barton Springs Road
Austin, TX 78704
Contact: Mark Schruben, Project Manager (512) 974-7048
Architect: TeamHaas Architects
1011 San Jacinto, Suite 411
Austin, TX 78701
Contact: Dan Gruber, Architect (512) 478-1150
Project Start Date: 11/28/05
Total Completed: 100%
Schedule Completion: 1/26/07
Description: Addition of 13,250 SF to existing structure of 7,876 SF: demolition, site work, utilities, fencing, landscape, irrigation, masonry, structural steel, modified roof, metal roof, millwork, waterproofing, aluminum entrance, glazing, doors, frames, hardware, drywall, acoustical ceiling, ceramic tile, carpet, VCT, painting, toilet partitions & accessories, transaction window, library equipment, mechanical, plumbing, electrical, fire alarm, security and asbestos abatement.
Superintendent: Ron Kilman
Project Manager: Wayne Barecky

VII. Texas Workforce Commission
Fire Corridor Upgrades: Main Building & Trinity Building
Contract amount: \$ 1,190,956
Owner: Texas Workforce Commission
101 East 15th Street
Austin, TX 78778
Contact: Dan Cibulka, Project Manager (512) 936-2358
Architect: Mayse & Associates
14850 Quorum Drive, Suite 201
Dallas, TX 75254-7566
Contact: Philly Hu, Architect (972) 386-0338
Project Start Date: 11/21/05
Total Completed: 100%
Schedule Completion: 10/5/06

VIII. Texas Military Facilities Commission
Camp Mabry Building 35 Rehabilitation ← Historical Restoration which includes extensive masonry deconstruction, cleaning and reconstruction
Contract amount: \$ 657,726
Owner: Texas Military Facilities Commission
2200 West 35th Street, Building 35
Austin, TX 78703
Contact: Marvin Walters, Project Manager (512) 782-6903
Architect: Coffee Crier Schenck & Hammond
509 Oakland Avenue
Austin, TX 78703
Contact: William Schenck, Architect (512) 478-0741
Project Start Date: 10/17/05

- IX. The University of Texas at Austin
Egress Improvements at Moore Hill Dormitory & San Jacinto Hall
Contract amount: \$ 1,410,912.17
Owner: The University of Texas at Austin
1800 Manor Road
Austin, TX 78722
Contact: Kristi Koch, Project Manager (512) 475-8426
Architect: Susman Tisdale Gayle Architects
4330 S. MoPac Expressway, Suite 10
Austin, TX 78735
Contact: Luis Duron, Architect (512) 899-3500
Project Start Date: 6/6/05
Total Completed: 100%
Completion Date: 5/3/06
- X. City of Austin – Department of Public Works
Hornsby Bend BMP Administration Building Reroof & Interior Improvements
Contract amount: \$ 594,163
Owner: City of Austin
505 Barton Springs Rd., Ste. 760
Austin, TX 78704
Contact: Etuk Inyang, Project Manager (512) 974-7206
Architect: Aguirre Corporation
700 Lavaca, Suite 600
Austin, TX 78701
Contact: Jaiy Braulick, Architect (512) 478-3020
Project Start Date: 1/17/05
Total Completed: 100%
Completion Date: 10/22/05
- XI. Texas Building and Procurement Commission
Building I Renovations – Texas Department of Public Safety
Contract amount: \$ 2,034,607
Owner: Texas Building & Procurement Commission
Facilities Construction & Space Management
P.O. Box 13047
Austin, TX 78711
Contact: Sherry Allsup, Project Manager (512) 463-8427
Architect: BLGY Architects, Inc.
1711 San Jacinto Blvd.
Austin, TX 78754
Contact: John Schmid, Architect (512) 977-0390
Project Start Date: 12/1/04
Total Completed: 100%
Completion Date: 10/31/05
Superintendent: Ron Kilman
Project Manager: Wayne Barecky
- XII. Austin Independent School District – Akins High School
Construction of New Green House
Contract amount: \$ 273,831.66
Owner: Austin Independent School District
1111 West 6th Street, Suite B-300

AUSTIN, TX 78703
Contact: Dave Downing, Project Manager (512) 414-1715
Architect: PD Design/ERO International
4401 Westgate Blvd., Ste. 330
Austin, TX 78745
Contact: Jesus Delgado, Architect (512) 358-0100
Project Start Date: 07/10/04 (Put on hold by Owner, resuming 5/11/05)
Total Completed: 100%
Completion Date: 11/15/05
Superintendent: Ron Kilman
Project Manager: Wayne Barecky

XIII. Southwest Texas State University (*now Texas State University*)
Lantana Hall Renovations: HVAC Modifications
Contract amount: \$ 499,698.00
Owner & Architect: Southwest Texas State University
Facilities Planning, Design and Construction
601 University Drive
San Marcos, TX 78666
Contact: Don Compton, Project Manager (512) 245-9189
Completion Date: 08/30/03

XIV. Adjutant General's Department
Camp Mabry, Ready Building Addition/Alteration, Building # 87
Contract amount: \$ 912,244.00
Owner: Adjutant General's Department
P.O. Box 5218
Austin, TX 78763
Contact: Hall Lamme, Project Manager (512) 782-6814
Architect: BLGY, Inc.
2204 Forbes Drive, Ste. 101
Austin, TX 78754
Contact: Robert Floan, Architect (512) 977-0390
Completion Date: 07/18/03

XV. The University of Texas at Austin
Jester Dormitory Amphitheater Additions & Renovations
Contract amount: \$ 802,941.00
Owner: The University of Texas at Austin
Housing & Food Services
P.O. Box 7666
Austin, TX 78713
Contact: Kristi Koch, Project Manager (512) 475-8426
Architect: Robert Jackson Architects
1135 W. 6th Street, Ste. 124
Austin, TX 78703
Contact: (512) 472-5132
Completion Date: 05/31/02
Superintendent: Paul Slagle
Project Manager: Wayne Barecky

XVI. The University of Texas at Austin
Laboratory Theatre Renovation
Contract amount: \$ 995,339.00
Owner: The University of Texas at Austin, A&E Services
1800 Manor Road

Contact: Dave Downing, Project Manager (512) 414-1715
Architect: PD Design/ERO International
4401 Westgate Blvd., Ste. 330
Austin, TX 78745

Contact: Jesus Delgado, Architect (512) 358-0100
Project Start Date: 07/10/04 (Put on hold by Owner, resuming 5/11/05)
Total Completed: 100%
Completion Date: 11/15/05
Superintendent: Ron Kilman
Project Manager: Wayne Barecky

XIII. Southwest Texas State University (*now Texas State University*)

Lantana Hall Renovations: HVAC Modifications

Contract amount: \$ 499,698.00

Owner & Architect: Southwest Texas State University
Facilities Planning, Design and Construction
601 University Drive
San Marcos, TX 78666

Contact: Don Compton, Project Manager (512) 245-9189
Completion Date: 08/30/03

XIV. Adjutant General's Department

Camp Mabry, Ready Building Addition/Alteration, Building # 87

Contract amount: \$ 912,244.00

Owner: Adjutant General's Department
P.O. Box 5218
Austin, TX 78763

Contact: Hall Lamme, Project Manager (512) 782-6814

Architect: BLGY, Inc.
2204 Forbes Drive, Ste. 101
Austin, TX 78754

Contact: Robert Floan, Architect (512) 977-0390
Completion Date: 07/18/03

XV. The University of Texas at Austin

Jester Dormitory Amphitheater Additions & Renovations

Contract amount: \$ 802,941.00

Owner: The University of Texas at Austin
Housing & Food Services
P.O. Box 7666
Austin, TX 78713

Contact: Kristi Koch, Project Manager (512) 475-8426

Architect: Robert Jackson Architects
1135 W. 6th Street, Ste. 124
Austin, TX 78703

Contact: (512) 472-5132

Completion Date: 05/31/02

Superintendent: Paul Slagle

Project Manager: Wayne Barecky

XVI. The University of Texas at Austin

Laboratory Theatre Renovation

Contract amount: \$ 995,339.00


Owner: The University of Texas at Austin, A&E Services
1800 Manor Road

- XXI. Texas Building & Procurement Commission
John H. Winters Building Fire Sprinkler System, Ceiling & Lighting
Contract amount: \$ 2,176,853.04
Owner: Texas Building & Procurement Commission
Facilities Construction & Space Management
P.O. Box 13047
Austin, TX 78711
Contact: John Davenport, Project Manager (512) 463-3216
Architect: Freese & Nichols, Inc.
4055 International Plaza
Fort Worth, TX 76109
Contact: Andy Reimitis, Architect (817) 735-7493
Completion Date: 02/02/04
- XXII. City of Austin – Austin Bergstrom International Airport
ABIA Maintenance Complex Improvements
Contract amount: \$ 758,807.00
Owner: City of Austin Public Works Department
505 Barton Springs Road, Ste. 900
Austin, TX 78704
Contact: Kevin Benter, Project Manager (512) 974-2799
Architect: ACR Engineering, Inc.
907 South Congress Avenue
Austin, TX 78704
Contact: David Hall, Architect (512) 440-8328
Completion Date: 02/25/04
- XXIII. TX Bldg. & Procurement Comm. – TX School for the Blind & Visually Impaired
HVAC Modifications to Buildings 500 & 544
Contract amount: \$ 496,091.00
Owner: Texas Building & Procurement Commission
Facilities Construction & Space Management
P.O. Box 13047
Austin, TX 78711
Contact: Rob Roy Parnell, Project Manager (512) 475-2494
Architect: ACR Engineering, Inc.
907 South Congress Avenue
Austin, TX 78704
Contact: Mark Warren, Architect (512) 440-8328
Completion Date: 05/18/04
- XXIV. City of Austin - South Austin Transfer Station
Indoor Air Quality Ventilation Improvements
Contract amount: \$ 430,555.00
Owner: City of Austin Public Works Department
505 Barton Springs Road, Ste. 900
Austin, TX 78704
Contact: Christina Calvery, Project Manager (512) 974-7094
Architect: Goodwin Engineering, Inc.
P.O. Box 202942
Austin, TX 78720
Contact: Michael Goodwin, Architect (512) 349-9667
Completion Date: 05/13/04

Ashbel Smith Hall & Colorado Building Fire Protection System
Contract amount: \$ 2,136,540.00
Owner & Architect: The University of Texas at Austin, A&E Services
1800 Manor Road
Austin, TX 78722
Contact: Ken Krejci, Project Manager (512) 499-4723
Completion Date: 11/26/03

XXVI. TX Bldg. & Procurement Comm. – TX Department of Health
Renovate TDH Building A 600
Contract amount: \$ 324,713.00
Owner: Texas Building & Procurement Commission
Facilities Construction & Space Management
P.O. Box 13047
Austin, TX 78711
Contact: Rickie Sanders, Project Manager (512) 936-2573
Architect: Joshua Engineering Group
2161 NW Military Hwy., Ste. 103
San Antonio, TX 78213
Contact: Steve Huck, Architect (210) 340-2322
Completion Date: 07/21/04

XXVII. TX Bldg. & Procurement Comm. – TX Commission on Environmental Quality
Water Intrusion Remediation – Buildings A, B, C, D, and E
Contract amount: \$ 1,069,056.05
Owner: Texas Building & Procurement Commission
Facilities Construction & Space Management
P.O. Box 13047
Austin, TX 78711
Contact: Rob Roy Parnell, Project Manager (512) 475-2494
Architect: Edis Oliver & Associates
4412 Spicewood Springs, Ste. 701
Austin, TX 78755
Contact: Paul Hise, Architect (512) 342-0102, Ext. 15
Completion Date: 05/10/04



TEXAS
HISTORICAL
COMMISSION

George W. Bush • Governor
John L. Nao, III • Chairman
Curtis Tunnell • Executive Director

The State Agency for Historic Preservation

TEXAS MAIN STREET

3 April 1998

Wayne Barecky
Barecky Construction Company
P.O. Box 10196
Austin, TX 78766

Dear Wayne,

Thank you for the excellent work that you and your company did on the Christianson-Leberman Building. We are very pleased with the quality of the work and with the professionalism and timeliness with which it was accomplished. We appreciate the quick response whenever there was an issue or problem. We would be pleased to recommend you to others.

Sincerely,



Terry Colley, Director
Texas Main Street



Kevin Milstead, Urban Architect
Texas Main Street

ATTACHMENT "J"
AUTHENTICATION

(To be returned within three (3) days of notification of apparent low Bidder status)

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided in Attachments E-I are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected.

Bidder's full name and entity status:

Wayne A. Barecky
Signature, Authorized Representative of Bidder

Wayne A. Barecky, Corporate Secretary
Title

6/22/09
Date

Bidding Requirements, Contract Forms and Conditions of the Contract
CERTIFICATE OF NON-SUSPENSION OR DEBARMENT

Section 00405

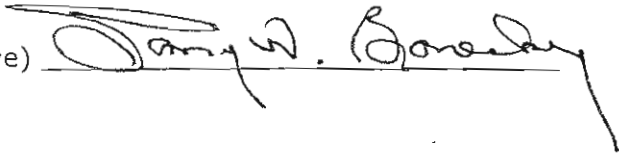
The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all bidders on all City of Austin Contracts to be awarded with values equal to or in excess of \$25,000.00 and all non-procurement transactions.

The CONTRACTOR hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

PROJECT Name: Elisabet Ney Museum Building, ADA Accessibility and Landscape Improvements

PROJECT Address 304 East 44th Street Austin, TX 78751

CONTRACTOR'S Name Barecky Construction Company

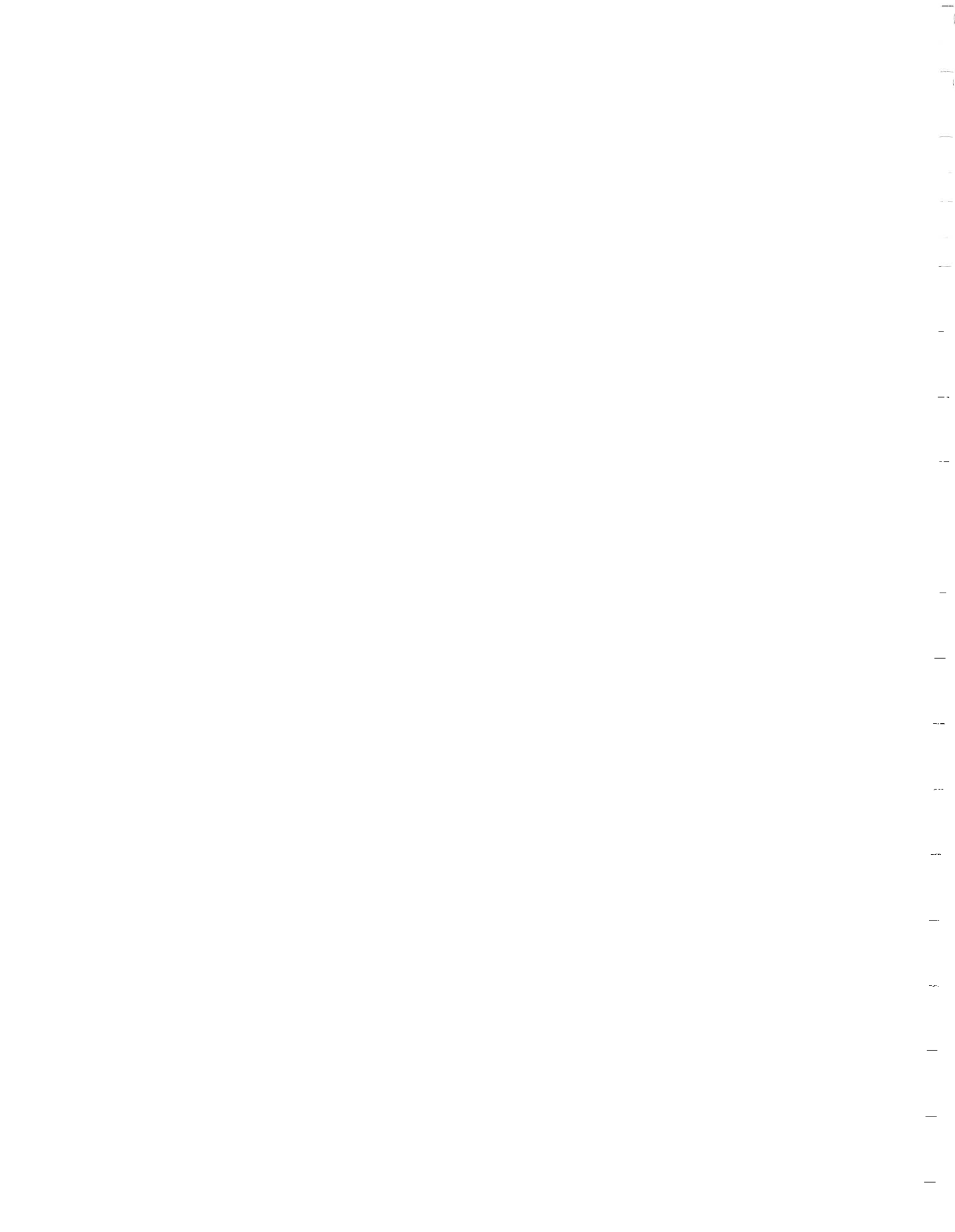
Signed by (Authorized Representative) 

Printed Name: Larry W. Barecky

Title President

Date June 18, 2009

END



SAFETY RECORD QUESTIONNAIRE
& STATEMENT OF BIDDER'S SAFETY EXPERIENCE
(To Be Submitted Post-Bid)

Pursuant to Section 252.0435 of the Local Government Code, the Austin City Council will consider the safety records of potential contractors prior to awarding bids on City contracts. The City of Austin has adopted the following written definitions and criteria for accurately determining the safety record of a Bidder prior to awarding bids on City contracts. The term "Bidder" includes the firm, corporation, partnership, or other legal entity represented by the Bidder or anyone acting for such firm, corporation, partnership or other entity submitting the bid. The definitions and criteria for determining the safety record of a Bidder are:

"Citations" include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments. Notice of Violations and Notice of Enforcement received from the TCEQ shall include those classified as major violations and moderate violations under the TCEQ'S regulations for documentation of Compliance History, 30 Texas Administrative Code, Chapter 60.2 (c) (1) and (2).

"Environmental Protection Agency" includes, but is not limited to the Texas Commission on Environmental Quality (TCEQ), the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, the Texas Department of Health, the Texas Parks and Wildlife Department, the Structural Pest Control Service, agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States.

1. If the Bidder's response to the following questions reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Bidder for serious violations of Occupational Safety & Health Administration (OSHA) regulations within the past five (5) years, the City will, at its discretion, determine whether to disqualify the Bidder.
2. If the Bidder's response to the following questions reveals more than one (1) case in which Bidder has received a citation or for which final orders have been entered from an environmental protection agency for violations within the past five (5) years, the City will, at its discretion, determine whether to disqualify the Bidder.
3. If the Bidder's response to the following questions reveals that the Bidder has been convicted of a criminal offense within the past ten (10) years or has been subject to a judgment for a negligent act or omission, which resulted in serious bodily harm or death, at its discretion, the City will determine whether to disqualify the Bidder.
4. The City may consider the responses to each question listed below separately when making a discretionary determination of whether to disqualify a Bidder and it may consider the cumulative impact of the information generated by the Bidder's responses in making the determination.
5. In order to consider the safety records of potential contractors prior to awarding bids on City contracts, the City requires that Bidders answer the following questions and submit them upon request:

QUESTION ONE

Has the Bidder received any Citations for violations of OSHA within the past five (5) years?

Yes No

QUESTION TWO

Has the Bidder received any Citations for violations of environmental protection laws or regulations within the past five (5) years?

Yes No

QUESTION THREE

Has the Bidder ever been convicted, within the past ten (10) years, of a criminal offense or has been subject to a judgment for a negligent act or omission, which resulted in serious bodily injury or death?

Yes No

If the Bidder has indicated "Yes" to any question above, the Bidder must provide to the City, with its bid submission, the following information:

Date of Citation or offense and location where violation or offense occurred, type of violation or offense, final disposition of violation or offense, if any, and penalty assessed.

In addition, the City will utilize the following information and in its discretion, as additional support to make any discretionary determination of whether to disqualify a Bidder. Accordingly, Bidder must answer the following questions and provide evidence that it meets minimum OSHA construction safety standards and has a lost time injury rate that does not exceed the limits established below:

1. Does the Bidder have a written construction safety program? Yes No
2. Does the Bidder conduct regular construction site safety inspections? Yes No
3. Does the Bidder have an active construction safety training program? Yes No
4. Does the Bidder or affected subcontractors have competent persons in the following areas (as applicable to the scope of the current Project):
 - A. Scaffolding Yes No N/A
 - B. Excavation Yes No N/A
 - C. Cranes & Hoists Yes No N/A
 - D. Electrical Yes No N/A
 - E. Fall Protection Yes No N/A
 - F. Confined Spaces Yes No N/A
 - G. Material Handling Yes No N/A
 - H. Demolition Yes No N/A
 - I. Steel Erection Yes No N/A
 - J. Underground Construction Yes No N/A
5. Does the company have a lost time injury rate and a total recordable injury rate of less than or equal to the national average for North American Industrial Classification System (NAICS) Category 23 for each of the past five (5) years?

(Attach the Bidder's OSHA 300 and 300A logs for the past five (5) years)

Yes No

6. Does the Bidder have an experience modifier rate of 1.0 or less?
(Attach the Bidder's NCCI workers compensation experience rating sheets for the past five (5) years)

Yes No

7. Has the Bidder had any OSHA inspections within the past six (6) months?
(If "YES", provide sufficient documentation to indicate the nature of the inspection, the findings, and magnitude of the issues.)

Yes No

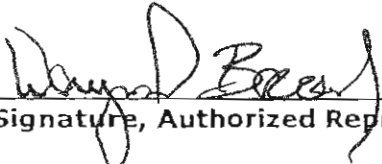
ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected.

Bidder's full name and entity status:



Signature, Authorized Representative of Bidder

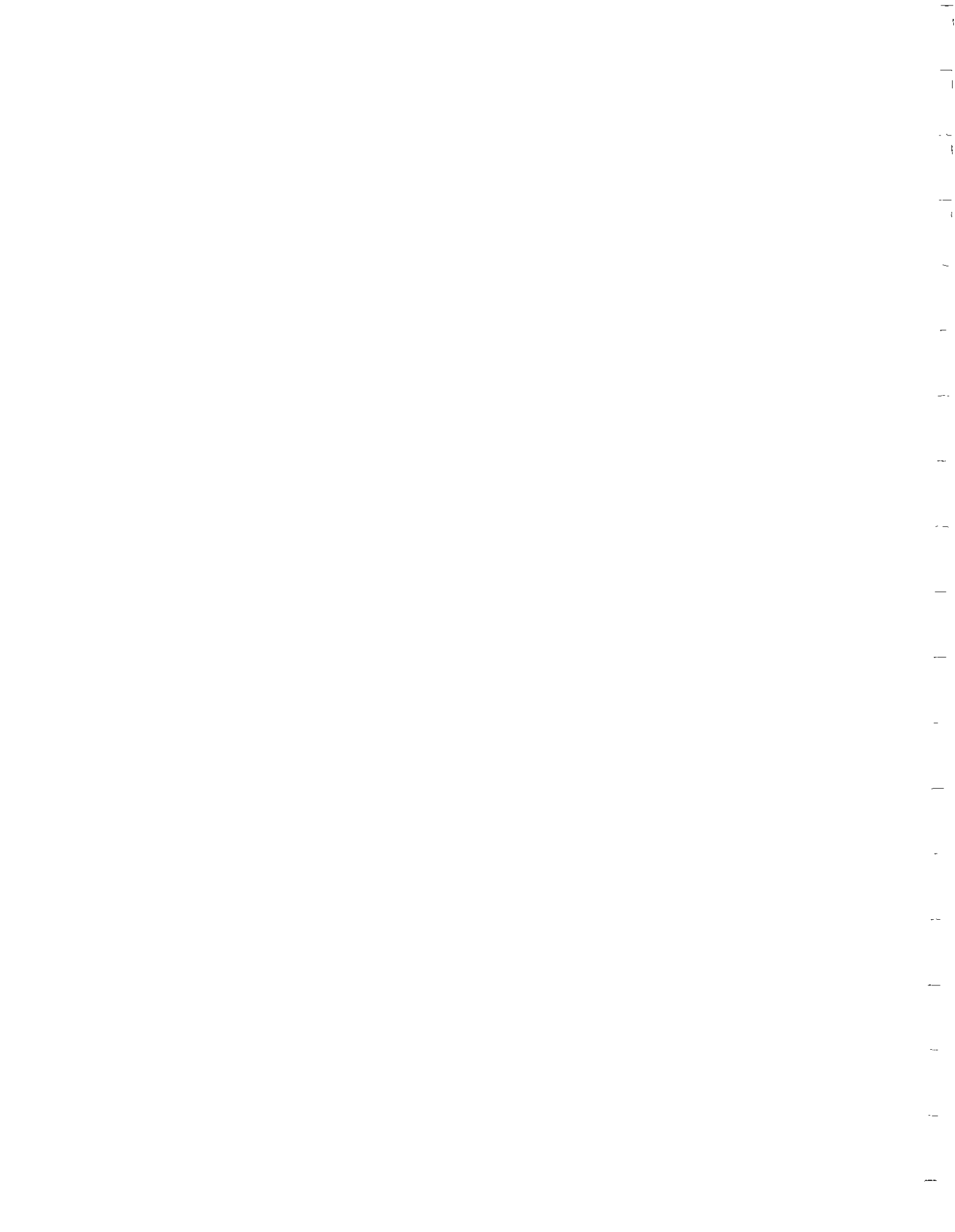
Wayne A. Barecky, Corporate Secretary

Title

6/22/09

Date

END



CITY OF AUSTIN
BIDDER'S AFFIDAVIT OF NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR
IFB NO. 6100 CLMC055
FOR Elisabet Ney Museum Building

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the bidder for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Bidder", as used herein, includes the individual or business entity submitting the bid and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Bidder, and anyone or any entity acting for or on behalf of the Bidder, including a subcontractor in connection with this bid.

The terms "City" and "Owner" are synonymous.

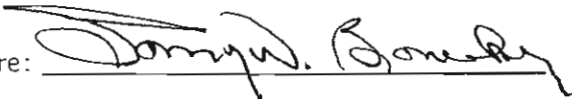
1. **Anti-Collusion Statement.** The Bidder has not and will not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, bidder or potential bidder to the amount of this bid or the terms or conditions of this bid.
 - b. paid or agreed to pay any other person, firm, corporation bidder or potential bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached bid or the bid of any other bidder.
2. **Preparation of Invitation for Bid and Contract Documents.** The Bidder has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying bid or contract documents., In addition, the Bidder has not otherwise participated in the preparation or development of the underlying bid or contract documents, except to the extent of any comments or questions and responses in the bidding process, which are available to all bidders, so as to have an unfair advantage over other bidders, provided that the Bidder may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Bidder has not participated in the evaluation of bids or proposals or other decision making process for this solicitation, and, if Bidder is awarded a contract hereunder, no individual, agent, representative, consultant or sub contractor or consultant associated with Bidder, who may have been involved in the evaluation or other decision making process for this solicitation, will have any direct or indirect financial interest in the Contract, provided that the Bidder may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Bidder is not presently aware of any potential or actual conflicts of interest regarding this solicitation, which either enabled Bidder to obtain an advantage over other bidders or would prevent Bidder from advancing the best interests of OWNER in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Bidder is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Bidder:
- does not have an employment or other business relationship with any local government officer of OWNER or a family member of that officer that results in the officer or family member receiving taxable income;
 - has not given a local government officer of OWNER one or more gifts, other than gifts of food lodging transportation or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Bidder.

As required by Chapter 176, Bidder must have filed a Conflicts of Interest Questionnaire with the Purchasing Department no later than the seventh business day after the commencement of contract discussions or negotiations with the City or the submission of a Bid, response to a request for proposals, or other writing related to a potential contract with OWNER. The questionnaire must be updated not later than the seventh day after the date of an event that would make a statement in the questionnaire inaccurate or incomplete. There are statutory penalties for failure to comply with Chapter 176.

7. **Anti-Lobbying Ordinance.** As set forth in paragraph 1.i. of the Instructions to Bidders Section 00100, between the date that the Invitation for Bid was issued and the date of full execution of the Contract, Bidder has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the authorized contact person for the solicitation, except as permitted by the Ordinance.

If the Bidder cannot affirmatively swear and subscribe to the forgoing statements, the Bidder shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Signature: 

Date: June 18, 2009

Printed Name: Larry W. Barecky

Title: President

Firm/Entity: Barecky Construction Company

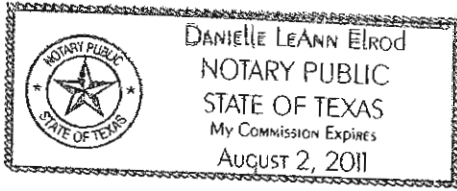
Subscribed and sworn to before me this 18th day of June, 2009.

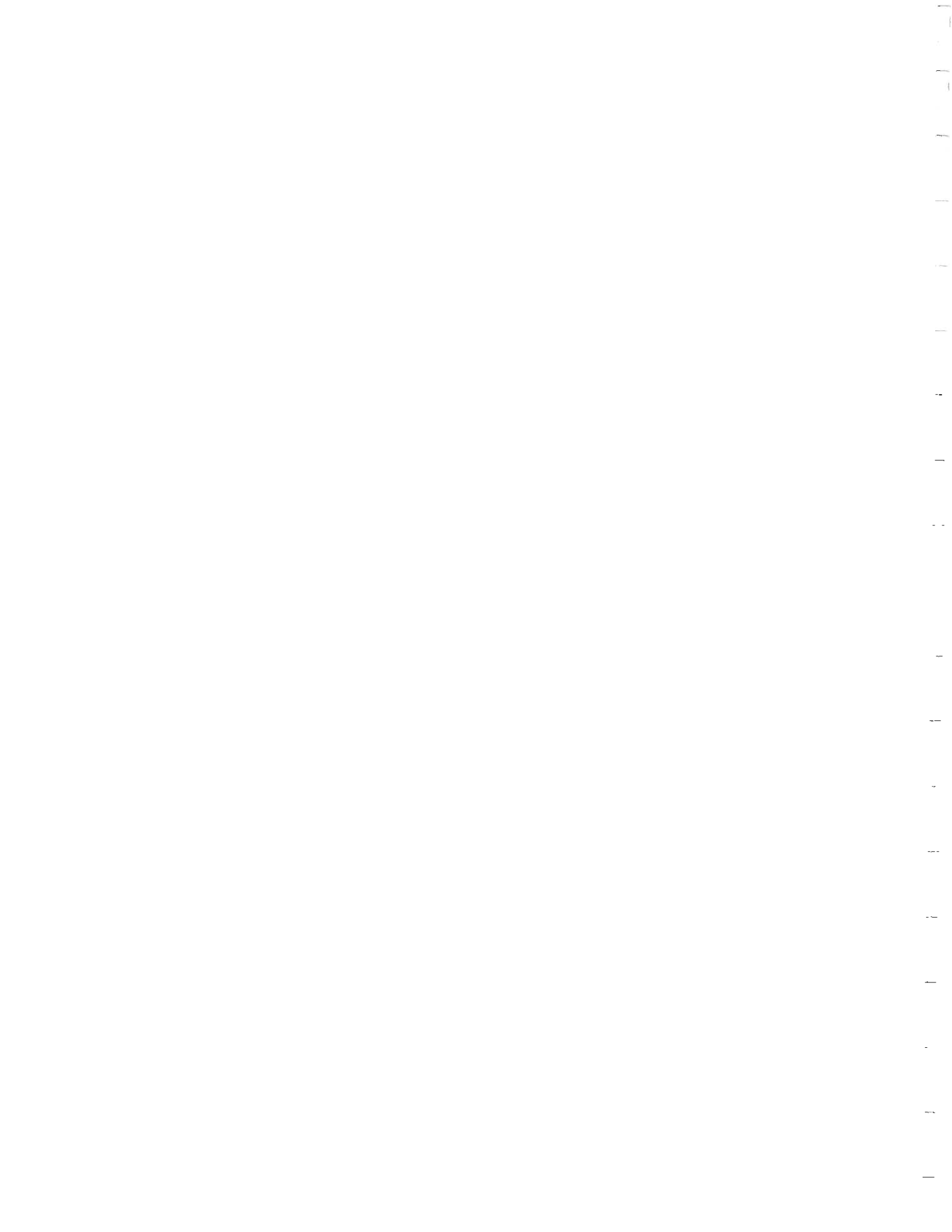
Danielle LeAnn Elrod
Notary Public

My Commission Expires 8/2/2011

END

BIDDER'S EXPLANATION:





Bidding Requirements, Contract Forms and Conditions of the Contract
NONRESIDENT BIDDER PROVISIONS
Section 00475

Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code § 2252.002, as amended:

Is the bidder that is making and submitting this bid a "resident bidder" or a "non-resident bidder"?

Answer: Texas Resident Bidder

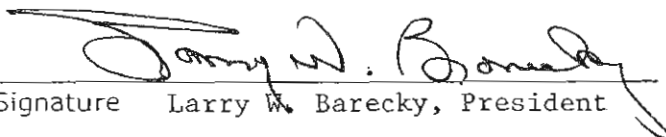
- (1) Texas Resident Bidder - A bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder - A bidder who is not a Texas Resident Bidder.

If the Bidder is a "Nonresident Bidder", does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the bid of a Resident Bidder of that state in order for the nonresident bidder of that state to be awarded a contract on his bid in such state?

Answer: Yes or No Which state? N/A

If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a contract on such bid in said state?

Answer: N/A


Signature Larry W. Barecky, President

END



STATE OF TEXAS
COUNTY OF TRAVIS

THIS AGREEMENT is made and entered into this 23rd day of July, 2009, by and between the City of Austin, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "OWNER," and Barecky Construction Company, of the City of Wimberley, County of Hays, and State of Texas, hereinafter referred to as the "CONTRACTOR."

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

Total Lump Sum Bid:

\$285,553.00

(Figure)

Two Hundred Eighty-Five Thousand Five Hundred Fifty-Three Dollars and Zero Cents

(Words)

CONTRACTOR hereby agrees to commence Work on the date specified in the Notice to Proceed given to CONTRACTOR, and to **substantially** complete same within **One Hundred Twenty (120) Calendar** Days after date of written Notice to Proceed.

Waiver of any breach of this Contract shall not constitute waiver of any subsequent breach.

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

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

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

OWNER

By: Frank Mays
City of Austin
Date 7-28-09
Frank Mays
Contract Compliance Manager
Title of Signatory Office of Contract and Land Management

APPROVED AS TO FORM:

By: [Signature]
Law Department
Date 7/27/09

CONTRACTOR

By: [Signature]
Date July 23, 2009
Date
Larry W. Barecky
Printed Name of Signatory
President
Title of Signatory, Authorized Representative

ATTEST (as applicable)

[Signature]
Secretary of Corporate Bidder or
Corporate General Partner *
Wayne A. Barecky

*Copy of Corporate Resolution and minutes with certificate of officer of CONTRACTOR as to authority of signatory to bind CONTRACTOR is to be signed, dated no earlier than one week before the date of award of Contract, and attached to this document.

END

Resolution of Corporate Authority

I, Wayne A. Barecky {name}, the undersigned **Secretary** of Barecky Construction Company {name of corporation} the "Corporation", hereby certify that:

The Corporation is duly organized and existing under the laws of the State of Texas. The following is a true and accurate transcript of a Resolution adopted at the July 23, 2009 {date} Board meeting. The Corporation's Board of Directors adopted the Resolution, which is contained in the Corporation's minute book, at a duly authorized board meeting. A quorum of the Corporation's Board of Directors was present at the entire board meeting and all actions taken at the meeting complied with the Corporation's charter and by-laws. The Resolution has not been amended or revoked as of the date signed below, and remains in full force and effect.

Resolved, that Larry W. Barecky {name} President {title} of Barecky Construction Company {name of corporation}, is empowered to sign any and all documents on behalf of said Corporation.

Resolved, that all transactions with the City of Austin involving a contract signed by the president, vice president, or any other authorized officer of the Corporation, in its name and for its account, prior to the adoption of these resolutions, are hereby ratified and approved for all purposes.

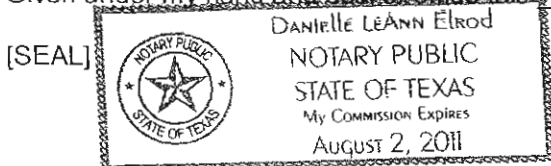
Signed and sealed on July 23, 2009
{Seal}

Wayne A. Barecky
Secretary
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, Danielle LeAnn Elrod (name) the undersigned Notary Public of the State of Texas, on this day personally appeared Wayne A. Barecky, [choose one] {known to me or proved to me through 09545683 (TDL#)}, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of July, AD 2009.



Danielle LeAnn Elrod
Notary Public, State of Texas

*Copy of Corporate Resolution and minutes with certificate of officer of CONTRACTOR as to authority of signatory to bind CONTRACTOR is to be signed, dated no earlier than one week before the date of award of Contract, and attached to this document.

STATE OF TEXAS
COUNTY OF TRAVIS

Bond No. **1000763**
C.I.P. ID No. **7551.002**
Project Name: **Elisabet Ney Museum Building, ADA
Accessibility and Landscape Improvements**

Know All Men By These Presents: That **Barecky Construction Company** of the City of **Wimberley**, County of **Hays** and State of **Texas**, as Principal, and **Mid-Continent Casualty Company**, a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto **City of Austin** (OWNER), in the penal sum **Two Hundred Eighty-Five Thousand Five Hundred Fifty-Three Dollars and Zero Cents** U.S. Dollars (**\$285,553.00** U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated the **23rd** day of **July, 2009**, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.


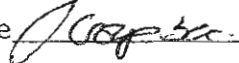
Now, therefore, the condition of this obligation is such, that if said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular covenants, conditions and agreements in and by said contract agreed and covenanted by Principal to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

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

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

In witness whereof, said Principal and Surety have signed and sealed this instrument this **23rd** day of **July, 2009**.

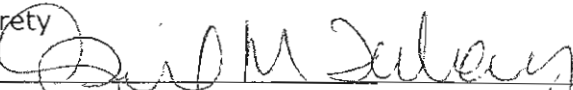
Barecky Construction Company

Principal
By 
Title 

Address **450 Lange Road**

Wimberley, Texas 78676

Mid-Continent Casualty Company

Surety
By 
Title **April M Terbay Attorney-In-Fact**

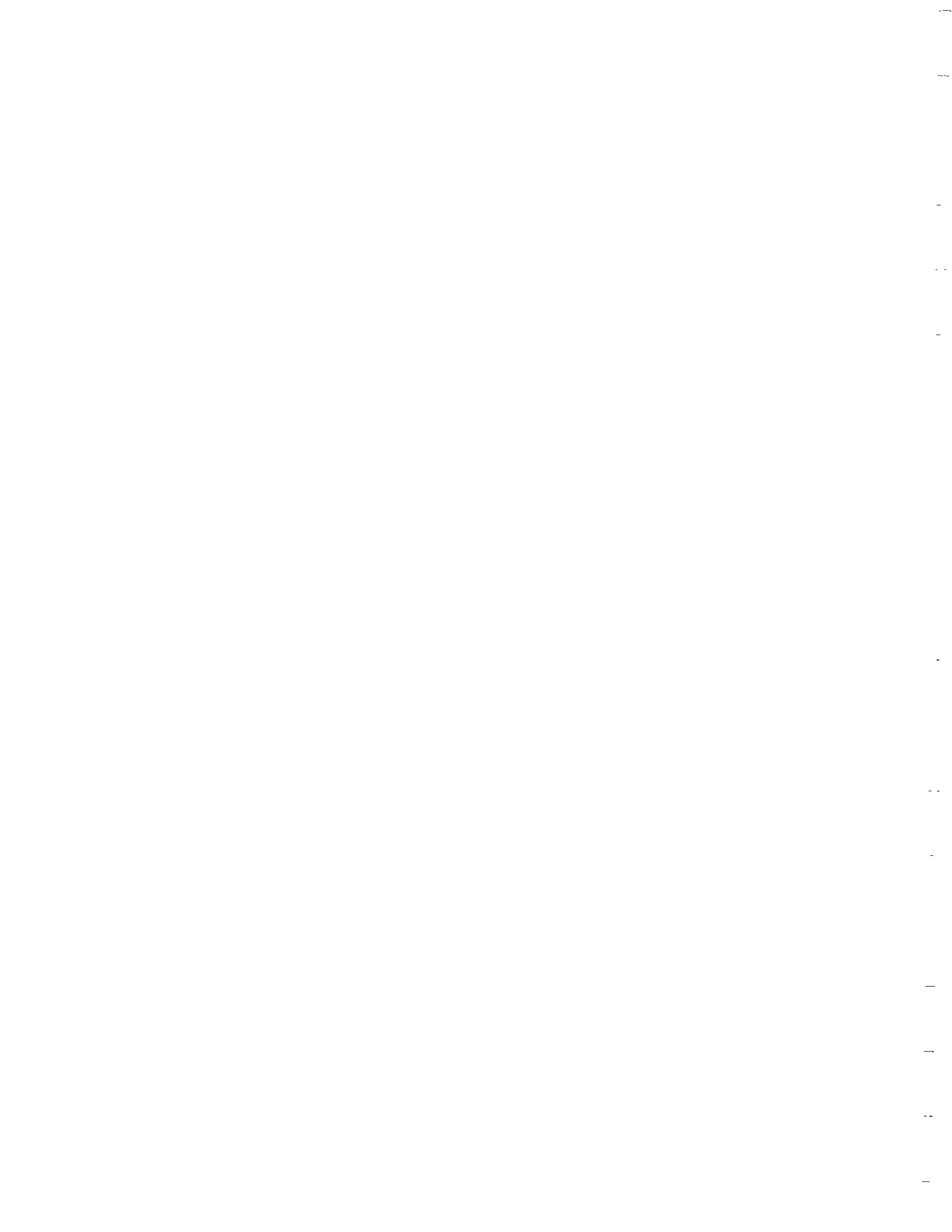
Address **P.O. Box 1409**

Tulsa, Oklahoma 74101-1409

Telephone 800-722-4994 Fax 866-652-3918

E-Mail Address **april.terbay@usi.biz**

Name and address of Resident Agent of Surety: **Summit Global Partners of Texas, Inc. DBA
USI Southwest 7600-B N. capital of Texas Highway, #200, Austin, Texas 78731** Note:
Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto. **END**



STATE OF TEXAS
COUNTY OF TRAVIS

Bond No. **1000763**
C.I.P. ID No. **7551.002**
Project Name: **Elisabet Ney Building, ADA
Accessibility and Landscape Improvements**

Know All Men By These Presents: That **Barecky Construction Company** of the City of **Wimberley**, County of **Hays**, and State of **Texas**, as Principal, and **Mid-Continent Casualty Company**, a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto **City of Austin** (OWNER), and all Subcontractors, workers, laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to sue upon this bond in the penal sum of **Two Hundred Eighty-Five Thousand Five Hundred Fifty-Three Dollars and Zero Cents** U.S. Dollars (**\$285,553.00** U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated the **23rd** day of **July, 2009**, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

In witness whereof, said Principal and Surety have signed and sealed this instrument this **23rd** day of **July, 2009**.

Barecky Construction Company

Principal
By Wayne Barecky
Title Corp. Sec.

Address **450 Lange Road**

Wimberley, Texas 78676

Mid-Continent Casualty Company

Surety
By April M Terbay
Title **April M Terbay Attorney-In-Fact**

Address **P.O. Box 1409**

Tulsa Oklahoma 74101-1409

Telephone 800-722-4994 Fax 866-652-3918
E-Mail Address april.terbay@usi.biz

Name and address of Resident Agent of Surety: **Summit Global Partners of Texas, Inc. DBA USI Southwest 7600-B N. Capital of Texas highway, #200 Austin, Texas 78731**

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

MID-CONTINENT CASUALTY COMPANY
Tulsa, Oklahoma

Know all Men by these presents: That the MID-CONTINENT CASUALTY COMPANY, a corporation of the State of Oklahoma, having its principal office in the city of Tulsa, Oklahoma, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on March 13th, 1947, to-wit:

"Article IV, Section 7 - The Executive Officers of the Company shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one more Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice President, Resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given him. None of such appointees need be Directors of the Company."

The Company does hereby constitute and appoint Linda K. Edwards, Robert C. Fricke, Cynthia Giesen, Daryll W. Martin, William H. Pitts, Jr., Norman P. Rolling, James O. Schnell, Steven W. Searcey, Robert C. Siddons, April M. Terbay and Douglas J. Wealty, individually of AUSTIN,

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as Surety, and as its act and deed, Any and all bonds and undertakings of Suretyship

And the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said MID-CONTINENT CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Tulsa, Oklahoma.

IN WITNESS WHEREOF, MID-CONTINENT CASUALTY COMPANY has executed and attested these presents this 24 day of February, 2009

ATTEST:

Sara Anderson

SARA ANDERSON ASSISTANT SECRETARY

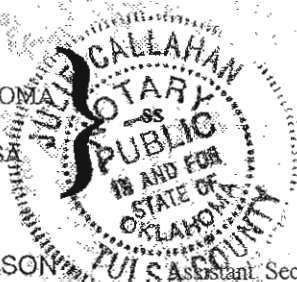
Todd Bazata

TODD BAZATA VICE PRESIDENT

On this 24 day of February, 2009 before me, a Notary Public of the State of Oklahoma in and for the County of Tulsa, came the individual to me personally known to be the officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, said that he is the therein described and authorized officer of the MID-CONTINENT CASUALTY COMPANY aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as such officer were duly affixed to the said instrument by the authority and direction of the said Company, and that Article IV, Section 7, of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Tulsa, the day and year first above written.

STATE OF OKLAHOMA
COUNTY OF TULSA



Commission # 99009381
My Commission expires 06-07-11

Julie Callahan

JULIE CALLAHAN Notary Public

I, SARA ANDERSON, Assistant Secretary of MID-CONTINENT CASUALTY COMPANY do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

This certifies that any facsimile or mechanically-produced signature of any officer of the Company and Company seal, wherever appearing upon a power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23rd day of July, 2009

Sara Anderson

SARA ANDERSON Assistant Secretary





STATE OF TEXAS

CLAIM NOTICE ENDORSEMENT

To be attached to and form a part of Bond No. 1000763

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

MID-CONTINENT CASUALTY COMPANY
OKLAHOMA SURETY COMPANY
P. O. BOX 1409
TULSA, OK 74101

TELEPHONE NO. 918 587-7221



**Bidding Requirements, Contract Forms and Conditions of the Contract
NONDISCRIMINATION CERTIFICATE**

Section 00630

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, OWNER

I hereby certify that our firm conforms to the Code of the City of Austin Section 5-4-2 as reiterated below:

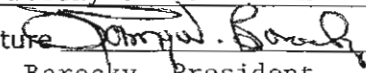
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. Contractor has agreed:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to, employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to insure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for expenditure of \$2,000.00 or more in connection with any contract with OWNER subject to the terms of this chapter.

Dated this 23rd day of July, 2009.

CONTRACTOR Barecky Construction Company

Authorized Signature 

Title Larry W. Barecky, President

END

**Bidding Requirements, Contract Forms and Conditions of the Contract
 CERTIFICATE OF INSURANCE
 Section 00650**

The insurance evidenced by this Certificate shall conform to the Supplemental General Conditions, Section 5.3 Insurance (to be completed by a licensed insurance agent):

Name and Address of Agency:
 USI Southwest
 7600-B N. Capital of TX Hwy, #200
 Austin, TX 78731
 Phone: 512 / 451-7555

City of Austin Reference:
Project Name: Elisabet Ney Museum Bldg ADA
 Accessibility & Landscape Improvements
C.I.P. No.: 7551.002
IFB No.: 6100 CLMC055
Managing Dept.: City of Austin Public Works Dept
Contract No.: _____
Project Mgr.: Robin A. Camp

Name and Address of Insured:
 Barecky Construction Company
 450 Lange Rd
 Wimberley, TX 78676

Companies Affording Coverages:

Phone: _____

Company A Employer's Mutual Casualty Ins
 Letter _____ *A-*

Prime or Sub-Contractor?: Prime

Company B Great American Ins Co.
 Letter _____ *A*

Name of Prime Contractor, if different from Insured: _____

Company C

Letter _____

Company D

Letter _____

ONLY FOR PROJECTS WHICH INCLUDE ASBESTOS AND / OR LEAD ABATEMENT:

What is the gross vehicle weight rating of the vehicle you will be utilizing for transportation of asbestos wastes?

- Less than 10,000 lbs. Greater than or equal to 10,000 lbs

Will hazardous materials be transported intrastate or interstate?

- Intrastate Interstate

Will hazardous materials be transported in bulk or non-bulk?

- Non-bulk Bulk

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE (M/D/Y)	POLICY EXPI DATE (M/D/Y)	LIMITS OF LIABILITY IN THOUSANDS (\$000) EACH
A	Commercial General Liability Policy	5133628	05/19/09	05/19/10	Each Occurrence \$ <u>1,000,000</u>
	<input checked="" type="checkbox"/> Blanket Contractual Liability				General Aggregate \$ <u>2,000,000</u>
	<input checked="" type="checkbox"/> Completed Operations/Products				Completed Operations/Products - Aggregate \$ <u>2,000,000</u>
	<input checked="" type="checkbox"/> Explosion, Collapse, Underground				
	<input checked="" type="checkbox"/> Independent Contractor's Coverage				Personal & Advertising Injury \$ <u>1,000,000</u>

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (M/D/Y)	POLICY EXPI. DATE (M/D/Y)	LIMITS OF LIABILITY IN THOUSANDS (\$000) EACH
A	Commercial General Liability Policy (continued) <input checked="" type="checkbox"/> Aggregate Limits per Project Form - CG D2 11 11 03 <input checked="" type="checkbox"/> Additional Insured Form - CG DS 46 08 05 <input checked="" type="checkbox"/> 30 Day Notice of Cancellation Form - IL F0 26 09 98 <input checked="" type="checkbox"/> Waiver of Subrogation Form - CG D3 16 07 04 <input type="checkbox"/> Transportation of Asbestos or Lead <input type="checkbox"/> Asbestos Abatement <input type="checkbox"/> Lead Abatement				Deductible or Self Insured Retention \$ _
A	Auto Liability Policy <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Non-Owned Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Waiver of Subrogation - CA T3 53 01 04 <input checked="" type="checkbox"/> 30 Day Notice of Cancellation - CA T3 25 02 99 <input checked="" type="checkbox"/> Additional Insured - CA 20 48 02 99 <input type="checkbox"/> MCS 90	5133631	05/19/09	05/19/10	CSL \$ <u>1,000,000</u> Bodily Injury (Per Accident) \$ _____ Bodily Injury (Per Person) \$ _____ Property Damage (Per Accident) \$ _____ Deductible or Self Insured Retention \$ _____
A	Excess Liability <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Excess Liability Follow Form	5133635	05/19/09	05/19/10	Each Occurrence \$ <u>1,000,000</u> Aggregate \$ <u>1,000,000</u>

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (M/D/Y)	POLICY EXP. DATE (M/D/Y)	LIMITS OF LIABILITY IN THOUSANDS (.000) EACH
A	Worker's Compensation and Employer's Liability <input checked="" type="checkbox"/> Waiver of Subrogation - WC420304 <input checked="" type="checkbox"/> 30 Day Notice of Cancellation - WC420601	5133634	05/19/09	05/19/10	Statutory X
					(Each Accident) \$ <u>1,000,000</u>
					(Disease - Policy Limit) \$ <u>1,000,000</u>
					(Disease - Each Employee) \$ <u>1,000,000</u>
B	<input checked="" type="checkbox"/> Builders Risk or Installation Insurance Professional Liability <input type="checkbox"/> 30 Day Notice of Cancellation Retro-Active Date: _____	IMP592431802	05/23/09	05/23/10	Basic Limit of Insurance: \$ <u>285,553</u>
					Each Claim \$ _____
					Deductible or Self Insured Retention \$ _____

This is to certify that policies of insurance listed above have been issued to insured named above and are in force at this time. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, insurance afforded by policies described herein is subject to all terms, exclusions and conditions of such policies.

CERTIFICATE HOLDER:

City of Austin
 Contract and Land Management Department
 P.O. Box 1088
 Austin, Texas 78767

DATE ISSUED: 7-16-2009

William H. Pettit

AUTHORIZED REPRESENTATIVE
 Licensed Insurance Agent

End

Bidding Requirements, Contract Forms and Conditions of the Contract
SALES TAX EXEMPTION CERTIFICATE

Section 00670

01-339 (Back)
(11/21/07)

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency CITY OF AUSTIN, DEPARTMENT OF PUBLIC WORKS	
Address (street & number, P.O. Box or Route number) P. O. BOX 1088	Phone (Area code and number) (512) 974-7051
City, State, ZIP code AUSTIN, TEXAS 78767	

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

CONTRACTOR:

Barecky Construction Company

Street Address: 450 Laney Rd. City, State, ZIP Code: Wimberley, TX 78676

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

All labor, materials, supplies and equipment purchased for and consumed or incorporated in the City of Austin
Construction

Project: Elisabet Ney Museum Bldg., ADA Accessibility & Landscape Imp

Project Manager: Robin Camp

CIP No.: 8740-8607-0119 CIP ID No. 7551.002

Purchaser claims this exemption for the following reason:

This contract is to be performed for a Governmental Agency - City of Austin, TX; See the State Tax Code, Title 2 State - Taxation, Chapter 151 - Limited Sales, Excise and Use Tax; Section 309 - Governmental Entities

I understand that I will be liable for payment of sales and use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the contractor for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser's Signature <u>Leslie Browder</u>	Title CHIEF FINANCIAL OFFICER	Date November 21, 20
--	----------------------------------	-------------------------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller Public Accounts.

End

Bidding Requirements, Contract Forms and Conditions of the Contract
NON-USE OF ASBESTOS AFFIDAVIT (CONTRACTOR PRIOR TO
CONSTRUCTION)
Section 00680

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, personally appeared the Affiant who, being by me first duly sworn, upon oath deposed and stated:

"My name is _____, hereinafter known as Affiant.

"I am over the age of 18 years and I have never been convicted of a crime. I am the _____ of _____ hereinafter known as CONTRACTOR.

"I am fully competent to make this affidavit. I have personal knowledge of the facts set forth below and they are all true and correct.

"WHEREAS CONTRACTOR has submitted a bid to the City of Austin as the Prime CONTRACTOR and anticipates being awarded a contract for the construction of _____, located at _____, Austin, Texas, hereinafter known as Project, for the City of Austin, Texas, hereinafter known as OWNER, and

"WHEREAS asbestos in a dust form is a recognized health hazard, and

"WHEREAS the OWNER desires not to have any asbestos containing materials used or incorporated into the construction of the Project;

"THEREFORE the CONTRACTOR affirms and understands the following:

1. The CONTRACTOR, any person, firm or organization representing or represented by the CONTRACTOR, or employed by the CONTRACTOR shall not cause or allow any material to be incorporated into the construction of the project, or allow any building material on the project site that is an asbestos containing material or any other material defined as containing asbestos by any laws, rules or regulations promulgated by the United States Government, the State of Texas or any governmental organization or agency operating under the authority of either of those entities.
2. Realizing that there might be some materials in which a satisfactory non-asbestos containing material could not be obtained, the Consultant has received prior approval from the OWNER before specifying any such asbestos containing material. Those approved materials are the only asbestos containing materials that are exempt from the above prohibition.
3. The CONTRACTOR certifies and affirms their understanding that if any asbestos containing materials not approved by the City of Austin for inclusion into the Project, are determined, as a result of any inspection and sample analysis performed by an individual(s) and/or firm(s) certified and/or licensed to perform such inspection by the United States Government and/or the State of Texas, to have been incorporated into the construction of the Project, or brought onto the site of the Project, the OWNER shall look to the CONTRACTOR for reimbursement of any and all costs incurred in the removal and/or other abatement of said asbestos containing materials.

Non-Use of Asbestos Affidavit (Contractor Prior to Construction) / 00680

4. CONTRACTOR further understands that OWNER shall also look to the CONTRACTOR for any and all damages to OWNER which result from the inability of the OWNER to use any portion or all of the Project due to the incorporation of asbestos containing materials that have not been approved by OWNER.
5. CONTRACTOR further understands that OWNER will pursue reimbursement of any said cost and compensation for any said damages from the CONTRACTOR by any and every means within OWNER's right and power.

Signature of Affiant: _____

**STATE OF TEXAS
COUNTY OF TRAVIS**

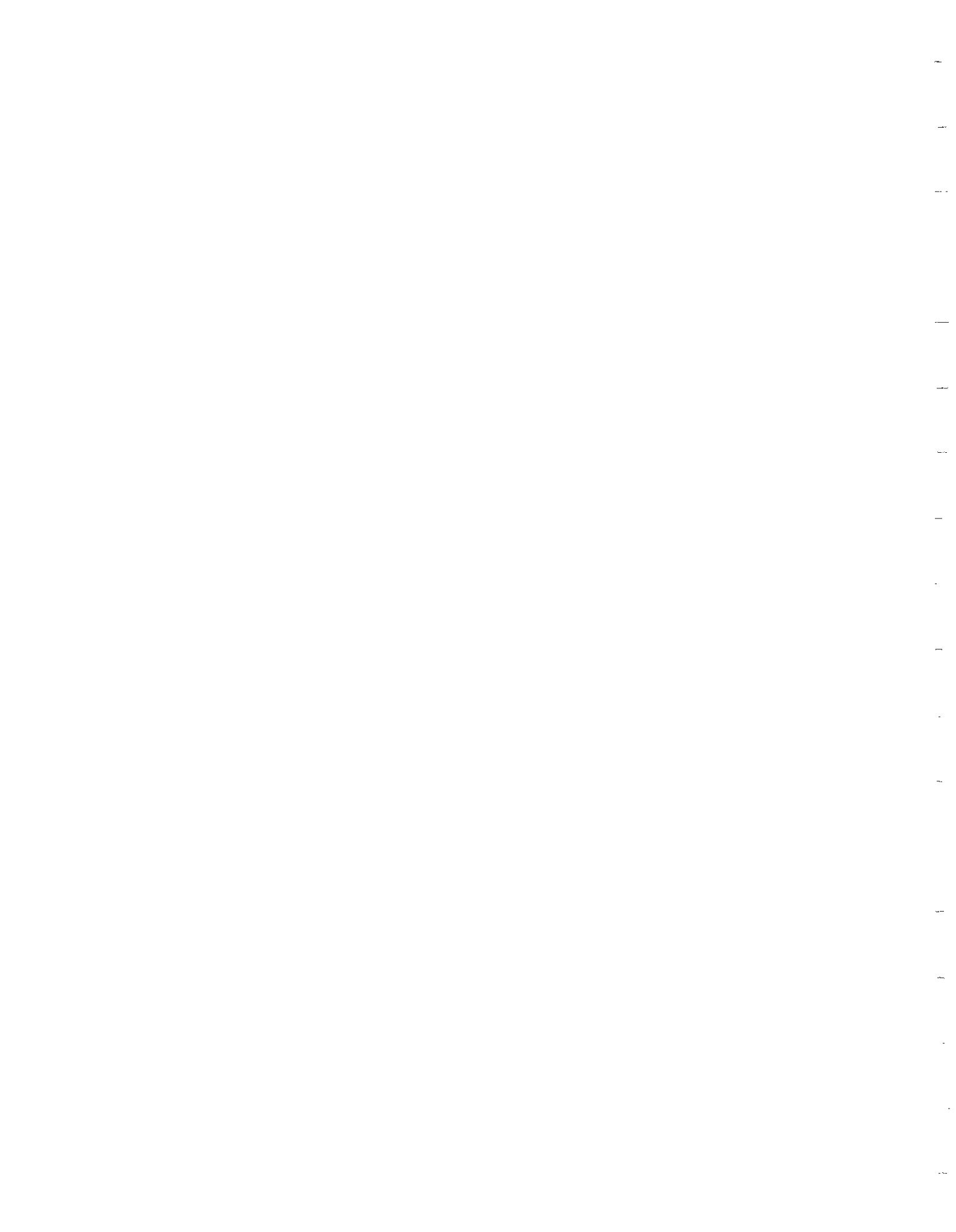
ON _____, 20____, personally appeared _____
_____ and been duly sworn by me, subscribed to the
foregoing affidavit and has stated that the facts stated therein are true and correct.

Notary Public, State of Texas

Printed Name of Notary

My Commission Expires: _____

End



Bidding Requirements, Contract Forms and Conditions of the Contract
NON-USE OF ASBESTOS AFFIDAVIT (CONTRACTOR AFTER
CONSTRUCTION)
Section 00681

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, personally appeared the Affiant who, being by me first duly sworn, upon oath deposed and stated:

"My name is _____, hereinafter known as Affiant.

"I am over the age of 18 years and I have never been convicted of a crime. I am the _____ of _____ hereinafter known as CONTRACTOR.

"I am fully competent to make this affidavit. I have personal knowledge of the facts set forth below and they are all true and correct.

"WHEREAS CONTRACTOR was awarded a Contract for, and was the Prime CONTRACTOR for the construction of _____, located at _____, Austin, Texas, hereinafter known as Project, for the City of Austin, Texas, hereinafter known as OWNER, and

"WHEREAS asbestos in a dust form is a recognized health hazard, and

"WHEREAS the OWNER desires not to have any asbestos containing materials used or incorporated into the construction of the Project;

"THEREFORE the CONTRACTOR affirms and understands the following:

1. The CONTRACTOR, any person, firm or organization representing or represented by the CONTRACTOR, or employed by the CONTRACTOR has not caused or allowed any material to be incorporated into the construction of the project, or allowed any building material on the project site that is an asbestos containing material or any other material defined as containing asbestos by any laws, rules or regulation promulgated by the United States Government, the State of Texas or any governmental organization or agency operating under the authority of either of those entities.
2. Realizing that there were some materials in which a satisfactory non-asbestos containing material could not be obtained, the Consultant received prior approval from the OWNER before specifying any such asbestos containing material. Those approved materials were the only asbestos containing materials incorporated into the construction of the Project and are listed below, with their locations:

3. The CONTRACTOR certifies and affirms their understanding that if any asbestos containing materials not approved by the City of Austin for inclusion into the Project, are determined, as a result of any inspection and sample analysis performed by an individual(s) and/or firm(s) certified and/or licensed to perform such inspection by the United States Government and/or the State of Texas, to have been incorporated into the

construction of the Project, or brought onto the site of the Project, the OWNER shall look to the CONTRACTOR for reimbursement of any and all costs incurred in the removal and/or other abatement of said asbestos containing materials.

- 4. CONTRACTOR further understands that OWNER shall also look to the CONTRACTOR for any and all damages to OWNER which result from the inability of the OWNER to use any portion or all of the Project due to the incorporation of asbestos containing materials that have not been approved by OWNER.
- 5. CONTRACTOR further understands that OWNER will pursue reimbursement of any said cost and compensation for any said damages from the CONTRACTOR by any and every means within OWNER's right and power.

Signature of Affiant: _____

STATE OF TEXAS
COUNTY OF TRAVIS

ON _____, 20____, personally appeared _____
_____ and been duly sworn by me, subscribed to the
foregoing affidavit and has stated that the facts stated therein are true and correct.

Notary Public, State of Texas

Printed Name of Notary

My Commission Expires: _____

End

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- 1.28.3** Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.
- 1.29 Milestones** - A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.30 Notice to Proceed** - A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- 1.31 OWNER** - City of Austin, Texas, a municipal corporation, home rule city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Manager or his/her designee, officers, agents or employees to administer design and construction of the Project.
- 1.32 Owner's Representative** - The designated representative of the OWNER.
- 1.33 Partial Occupancy or Use** - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.
- 1.34 Project** - The subject of the Work and its intended result.
- 1.35 Project Manual** - That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.
- 1.36 Resident Project Representative** - The authorized representative of E/A who may be assigned to the site or any part thereof.
- 1.37 Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.
- 1.38 Specifications** - Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.
- 1.39 Solicitation** - Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.
- 1.40 Substantial Completion** - The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.
- 1.41 Subcontractor** - An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.
- 1.42 Sub-Subcontractor** - A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.
- 1.43 Superintendent** - The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.

- 1.44 Supplemental General Conditions** - The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.
- 1.45 Supplier** - An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 1.46 Time Extension Request** - An approved request for time extension on a form acceptable to OWNER.
- 1.47 Work** - The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.
- 1.48 Working Day** - Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.
- 1.49 Working Hours**
- 1.49.1 Working Day Contract:** All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.49.2 Calendar Day Contract:** All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.50 Written Notice** - Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative at the last business address known to the party giving notice.

ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 Delivery of Agreement, Bonds, Insurance, etc.:** Within ten (10) Calendar Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.
- 2.2 Copies of Documents:** OWNER shall furnish to CONTRACTOR up to ten (10) copies of the Contract Documents unless otherwise specified. Additional copies will be furnished, upon request, at the cost specified in the Supplemental General Conditions.
- 2.3 Commencement of Contract Times; Notice to Proceed:** The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any

time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

2.4 Before Starting Construction:

2.4.1 No Work shall be done at the site prior to the preconstruction conference without OWNER's approval. Before undertaking each part of the Work, CONTRACTOR shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. CONTRACTOR shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which CONTRACTOR knew or reasonably should have known.

2.4.2 It is mutually agreed between CONTRACTOR and OWNER that successful completion of the Work within the Contract completion date is of primary importance. Therefore, the CONTRACTOR hereby agrees to submit to the Owner's Representative for review and approval, or acceptance, as appropriate, all information requested within this section, including a Baseline Schedule, no later than five working days prior to the preconstruction conference. The Owner's Representative will schedule the preconstruction conference upon the timely submittal of the required documents, unless time is extended by written mutual agreement. CONTRACTOR will submit the following:

- .1 A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts, and (v) be prepared in accordance with Section 01310, Schedules and Reports. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;
- .2 An organizational chart showing the principals and management personnel who will be involved with the Work, including each one's responsibilities for the Work;
- .3 To the extent not set forth in the Section 00400 Statement of Contractor's Experience, a complete listing of the CONTRACTOR's employees proposed for the Work. List each one by name and job title, and show length of employment with CONTRACTOR;
- .4 To the extent not set forth in the Section 00410 Statement of Bidder's Safety Experience, a discussion and confirmation of the CONTRACTOR's commitment to safety by providing a copy of its employee's safety handbook and the safety records for the past three years of CONTRACTOR's proposed project manager and Superintendent;

- .5 A preliminary schedule of Shop Drawing and sample submittals;
 - .6 A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;
 - .7 To the extent not set forth in the Section 00400 Statement of Contractor's Experience, a letter designating CONTRACTOR's Superintendent and project manager, and a confirmation of past project experience for the CONTRACTOR's Superintendent and project manager specifically intended for the Work;
 - .8 A letter from CONTRACTOR and Subcontractor(s) listing salaried specialists. A salaried specialist is anyone except an hourly worker whose wage rate is governed by Section 00830 of this agreement;
 - .9 A letter designating the "Competent Person(s)" on general safety and excavation safety measures along with certifications or other documentation of the safety representative's qualifications;
 - .10 If applicable, an excavation safety system plan;
 - .11 If applicable, a plan illustrating proposed locations of temporary facilities;
 - .12 A completed Non-Use of Asbestos Affidavit (Prior to Construction); and
 - .13 A letter designating the Texas Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor.
- 2.4.3** Neither the acceptance nor the approval of any of the submittals required in paragraph 2.4.2, above, will constitute either the adoption, affirmation, or direction of the CONTRACTOR'S means and methods.
- 2.5 Preconstruction Conference:** Prior to commencement of Work at the site, CONTRACTOR must attend a preconstruction conference with Owner's Representative and others, as set forth in Division 1.
- 2.6 Initially Acceptable Schedules:** Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative on the Baseline Schedule submitted in accordance with paragraph 2.4.2.1 and Division 1 before the first progress payment will be made to CONTRACTOR. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility for such Work. CONTRACTOR's schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals. CONTRACTOR's schedule of values must conform to the requirements set forth in Division 1.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent:

- 3.1.1** The intent of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by CONTRACTOR. The CONTRACTOR will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract

Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall generally govern (top item receiving priority of interpretation):

- Signed Agreement
- Addendum to the Contract Documents, including approved changes
- Supplemental General Conditions
- General Conditions
- Other Bidding Requirements and Contract Forms
- Special Provisions to the Standard Technical Specifications
- Special Specifications
- Standard Technical Specifications
- Drawings (figured dimensions shall govern over scaled dimensions)
- Project Safety Manual (if applicable),

with the understanding that a common sense approach will be utilized as necessary so that the Contract Documents produce the intended response.

- 3.1.2** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

- 3.2 Reporting and Resolving Discrepancies:** If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, CONTRACTOR shall report it to Owner's Representative in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.3.1 or 3.3.2. CONTRACTOR shall be liable to OWNER for failure to report any such conflict, error, ambiguity or discrepancy of which CONTRACTOR knew or reasonably should have known.

3.3 Amending and Supplementing Contract Documents:

- 3.3.1** The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
- .1 Change Order.
 - .2 Change Directive.
 - .3 Time Extension Request.
- 3.3.2** In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
- .1 Field Order.
 - .2 Review of a Shop Drawing or sample.
 - .3 Written interpretation or clarification.

- 3.4 Reuse of Documents Prohibited:** CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of E/A or E/A's consultant, and (ii) shall not reuse any of such Drawings,

Specifications, other documents or copies or extensions of the Project or any other project without written consent of OWNER and E/A.

- 3.5** In the event of the breach by the OWNER or CONTRACTOR of any of its obligations under the Contract, so as to support a claim by the other party, the provisions of this Contract will be equitably construed to allow the resolution of such a claim and all of the other provisions of this Contract shall continue in full force and effect as to the rights, responsibilities, and remedies of the OWNER and CONTRACTOR.

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

- 4.1 Availability of Lands:** The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access. CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work. CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.
- 4.2 Subsurface and Physical Conditions:**
- 4.2.1** CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.
- 4.2.2** CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner's Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner's Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.
- 4.2.3** Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility

for the location and protection of utilities is primary and nondelegable. **CONTRACTOR shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner's Representative.

4.2.4 CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and Texas Department of Antiquities Protection. When such objects are uncovered unexpectedly, CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Department of Antiquities Protection of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State of Texas, Texas Department of Antiquities Protection conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Department of Antiquities Protection, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.

4.3 Reference Points: Unless otherwise specified, all control lines and bench marks suitable for use in layout will be furnished by OWNER. Lay out of the Work shall be performed in accordance with Division 1. Controls, bench marks and property boundary markers shall be carefully preserved by CONTRACTOR by use of flags, staffs or other visible devices and in case of destruction or removal by CONTRACTOR or its employees, such controls and bench marks shall be replaced by a Registered Professional Land Surveyor at CONTRACTOR's expense. City of Austin survey monuments damaged by CONTRACTOR will be reestablished by OWNER at CONTRACTOR's expense.

4.4 Hazardous Materials:

4.4.1 To the extent provided by applicable law, OWNER shall be responsible for any hazardous material uncovered or revealed at the site which was not shown, indicated or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. CONTRACTOR shall immediately notify Owner's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.

4.4.2 CONTRACTOR shall be responsible for any hazardous materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.4.3 No asbestos-containing materials shall be incorporated into the Work or brought on Project site without prior approval of OWNER. The CONTRACTOR shall not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER'S written approval. When a

specific product is specified, the CONTRACTOR shall endeavor to verify that the product does not include asbestos containing material.

4.4.4 Refer to Division 1 for hazardous material definitions and procedures.

- .1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any unexpected Hazardous Materials encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR must stop Work immediately in the affected area and duly notify OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or site.
- .2 Upon receiving notice of the presence of suspected Hazardous Materials, OWNER shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.
- .3 CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.
- .4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- .5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. **CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.**

- 4.4.5** CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

ARTICLE 5 - BONDS AND INSURANCE

- 5.1 Surety and Insurance Companies:** All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly

licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Art. 7.19-1, Texas Insurance Code (1997). The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding \$100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

5.2 Workers' Compensation Insurance Coverage:

5.2.1 Definitions:

- .1** Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (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 the Project, for the duration of the Project.
- .2** Duration of the Project - includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.
- .3** Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

5.2.3 CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.

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

5.2.5 CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:

- .1** A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

- .2 No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 5.2.6** CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- 5.2.7** CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 5.2.8** CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 5.2.9** CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:
 - .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - .2 Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - .3 Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .4 Obtain from each other person with whom it contracts, and provide to CONTRACTOR: a) a certificate of coverage, prior to the other person beginning Work on the Project; and b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
 - .6 Notify OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - .7 Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 - 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 5.2.10** By signing this Contract or providing or causing to be provided a certificate of coverage, CONTRACTOR is representing to OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's

Division of Self- Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- 5.2.11** CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.

5.3 Other Bond and Insurance Requirements: For additional insurance requirements, refer to the Supplemental General Conditions.

5.4 Bonds:

5.4.1 General.

- .1 Bonds, when required, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- .2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
- .3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).

5.4.2 Performance Bond.

- .1 If the Contract Amount exceeds \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out in Section 00610.
- .2 If the Contract Amount exceeds \$25,000 but is less than or equal to \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out in Section 00610, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one (1) year warranty period.
- .3 If the Contract Amount is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one (1) year warranty period.

- .4 If a Performance Bond is required to be furnished, it shall extend for the one (1) year warranty period.
- 5.4.3 Payment Bond.**
- .1 If the Contract Amount exceeds \$25,000, CONTRACTOR shall furnish OWNER with a Payment Bond in the form set out in Section 00620.
 - .2 If the Contract Amount is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the terms and conditions specified in paragraph 5.4.2.3.
- 5.4.4 Maintenance Bond:** If the Contract Documents contemplate a period of maintenance beyond the one (1) year contractual warranty period, OWNER agrees that any bond to be required for such maintenance work will be in the amount of the maintenance work during any extended maintenance period.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

- 6.1.1** CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- 6.1.2** CONTRACTOR shall have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and shall have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Either CONTRACTOR or the Superintendent shall provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress. The Superintendent must be an employee of the CONTRACTOR, unless such requirement is waived in writing by the Owner's Representative. If the CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager.
- .1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.
 - .2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.

- .3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

6.2 Labor, Materials and Equipment:

- 6.2.1 CONTRACTOR shall maintain a work force adequate to accomplish the Work within the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project. CONTRACTOR shall pay workers no less than the wage rates established in Section 00830, and maintain weekly payroll reports as evidence thereof, in accordance with the requirements of Chapter 2258 of the Texas Government Code.
- 6.2.2 Unless otherwise specified in Division 1, CONTRACTOR shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.2.3 All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.
- 6.2.4 Substitutes and "Approved Equal" Items:
 - .1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains words reading that no like, equivalent or "approved equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted by CONTRACTOR, at CONTRACTOR'S sole risk,

including disruptions to the Critical Path of the Progress Schedule, to E/A through Owner's Representative under the following circumstances:

- .1.1 "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of proposed substitute items. CONTRACTOR shall provide E/A with the documentation required for E/A to make its determination.
- .1.2 Substitute Items: If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "approved equal" item under subparagraph 6.2.4.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided in Division 1 to allow E/A to determine that the item of material or equipment proposed is essentially equivalent to that named and a substitute therefor.
- .2 Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, with prior approval of E/A furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. CONTRACTOR shall submit sufficient information to Owner's Representative to allow E/A, in E/A's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by E/A will be same as that provided for substitute items in Division 1.
- .3 E/A's Evaluation: E/A will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subparagraphs 6.2.4.1.1 and 6.2.4.1.2. E/A will be the sole judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until E/A's review is complete, which will be evidenced by either a Change Order or completion of the Shop Drawing review procedure. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any "approved equal" or substitute or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. OWNER shall not be responsible for any delay due to review time for any "approved equal" or substitute.
- .4 CONTRACTOR's Expense: All data and documentation to be provided by CONTRACTOR in support of any proposed "approved equal" or substitute item will be at CONTRACTOR's expense.
- .5 The approval of the E/A will not relieve the CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve CONTRACTOR from its primary responsibility and liability for curing defective Work and performing warranty work, which the CONTRACTOR shall cure and perform, regardless of any claim the CONTRACTOR may choose to advance against the E/A or manufacturer.

6.2.5 CONTRACTOR agrees to assign to OWNER any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR further agrees to cooperate with OWNER should OWNER wish to prosecute suits against Suppliers for illegal price fixing.

6.3 Progress Schedule: Unless otherwise provided in Division 1, CONTRACTOR shall adhere to the Baseline Schedule established in accordance with paragraph 2.6 as it may be adjusted from time to time as provided below:

6.3.1 CONTRACTOR shall submit to Owner's Representative for review and approval any proposed adjustments in the Progress Schedule that will not change the Contract Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of Division 1 applicable thereto.

6.3.2 Proposed adjustments in the Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of Article 12. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. Such adjustments may only be made by a Change Order or Time Extension Request in accordance with Article 12.

6.4 Concerning Subcontractors, Suppliers and Others:

6.4.1 Assignment: CONTRACTOR agrees to retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to, by Power of Attorney, or otherwise, assign said Contract without the prior written consent of OWNER. In addition, without OWNER'S written consent, the CONTRACTOR will not subcontract the performance of the entire Work or the supervision and direction of the Work.

6.4.2 Award of Subcontracts for Portions of the Work: CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER may have reasonable objection. OWNER will communicate such objections by Written Notice. If OWNER requires a change without good cause of any Subcontractor, person or organization previously accepted by OWNER, the Contract Amount shall be increased or decreased by the difference in the cost occasioned by any such change, and appropriate Change Order shall be issued. CONTRACTOR shall not substitute any Subcontractor, person or organization that has been accepted by OWNER, unless the substitute has been accepted in writing by OWNER. No acceptance by OWNER of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

6.4.3 CONTRACTOR shall enter into written agreements with all Subcontractors and Suppliers which specifically binds the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and E/A. The OWNER reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and Sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between CONTRACTOR and Subcontractor or Supplier. Subject to and in accordance with the above requirements, the CONTRACTOR must provide and will be deemed for all purposes to have provided in its contracts with major

Subcontractors or Suppliers on the Project (those contracts of more than \$10,000) the following specific provision: alternative dispute resolution (paragraphs 16.2 and 16.3), which shall be mandatory in the event of a subcontractor or supplier claim and a prerequisite for the submission of any derivative claim. The CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. The OWNER may request and the CONTRACTOR will provide within five (5) working days a copy of any subcontract requested by the OWNER.

- 6.4.4** CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.
- 6.4.5** CONTRACTOR shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner's Representative through CONTRACTOR.
- 6.4.6** The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.
- 6.4.7** CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.
- 6.4.8** To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

6.5 Patent Fees and Royalties:

- 6.5.1** CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.
- 6.5.2** CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters,

patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.

6.5.3 CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.

6.5.4 OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.

6.6 Permits, Fees: Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

6.7 Laws and Regulations:

6.7.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.

6.7.2 Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

6.7.3 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.

6.8 Taxes:

6.8.1 CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.

6.8.2 OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter

151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

6.9 Use of Premises:

6.9.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.**

6.9.2 During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.

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

6.10 Record Documents: CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.5) in good order and annotated to show all changes made during construction. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

6.11 Safety and Protection:

6.11.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- .1 all persons on the Work site or who may be affected by the Work;
- .2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- .3 other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall

include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

6.11.3 Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Upon request of OWNER, CONTRACTOR shall provide certifications or other documentation of the safety representative's qualifications.

6.11.4 Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.

6.11.5 Emergencies:

- .1** In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.
- .2** Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.
- .3** In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.

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

6.13 CONTRACTOR's General Warranty and Guarantee:

6.13.1 CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

- .1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or
- .2 normal wear and tear under normal usage.

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

- .1 observations by Owner's Representative and/or E/A;
- .2 recommendation of any progress or final payment by Owner's Representative;
- .3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- .4 use or occupancy of the Work or any part thereof by OWNER;
- .5 any acceptance by OWNER or any failure to do so;
- .6 any review of a Shop Drawing or sample submittal;
- .7 any inspection, test or approval by others; or
- .8 any correction of defective Work by OWNER.

6.14 INDEMNIFICATION:

6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Subconsultants and their respective officers, directors, partners, employees, agents and other Consultants and any of them (the "INDEMNIFIED PARTIES") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage:

- .1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and**
- .2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any**

negligence or omission of the **INDEMNIFIED PARTIES** hereunder or whether liability is imposed upon such **INDEMNIFIED PARTY** by laws and regulations regardless of the negligence of any such person or entity.

In the event that indemnification of the **INDEMNIFIED PARTIES** is prohibited by law, **CONTRACTOR** shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining **INDEMNIFIED PARTIES**, who may be legally indemnified, from such liability of the **CONTRACTOR** and the associated costs described above.

- 6.14.2** The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for **CONTRACTOR** or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 6.14.3** The obligations of **CONTRACTOR** under paragraph 6.14.1 shall not extend to the liability of **OWNER**, E/A, E/A's consultants, and their officers, directors, partners, employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of **OWNER's**, E/A's or E/A's consultant's officers, directors, partners, employees or agents.
- 6.14.4** In the event **CONTRACTOR** fails to follow **OWNER's** directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, **CONTRACTOR** shall indemnify **OWNER** against all costs resulting from such claims.
- 6.14.5** **In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.**
- 6.15 Survival of Obligations:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.
- 6.16 Losses from Natural Causes:** Unless otherwise specified, all loss or damage to **CONTRACTOR** arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by **CONTRACTOR** at its own cost and expense.
- 6.17 Notice of Claim:** Should **CONTRACTOR** suffer injury or damage to person or property because of any error, omission or act of **OWNER** or of any of **OWNER's** employees or agents or others for whose acts **OWNER** is liable, a Claim must be made to the other party within thirty (30) calendar days of the event giving rise to such injury or damage. The provisions

of this paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

- 6.18 Liquidated Damages:** CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

ARTICLE 7 - OTHER WORK

- 7.1** OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefor, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.
- 7.2** CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.
- 7.3** If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to Owner's Representative in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.
- 7.4** OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.
- 7.5** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1** Prior to the start of construction, OWNER will designate in writing a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these

General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.

- 8.2** OWNER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- 8.3** OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.
- 8.4** Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.
- 8.5** The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).
- 8.6** **Notice of Claim:** Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 E/A's Authority and Responsibilities:

- 9.1.1** The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.
- 9.1.2** E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations

applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.

- 9.1.3** E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- 9.1.4** If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.
- 9.1.5** The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.
- 9.2 E/A as Owner's Representative:** E/A may be designated as the Owner's Representative under paragraph 8.1.
- 9.3 Visits to Site:** If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1.
- 9.4 Resident Project Representative:** If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1 and in the Supplemental General Conditions. OWNER may designate another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.
- 9.5 Clarifications and Interpretations:** E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in Article 11 or 12.
- 9.6 Rejecting Defective Work:** E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9.7 Shop Drawings: Refer to Division 1 for E/A's authority concerning Shop Drawings.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Changes:

- 10.1.1** Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.
- 10.1.2** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or Field Order. CONTRACTOR's proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner's Representative, including impacts to the approved Progress Schedule, unless Owner's Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10) Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner's Representative within seven (7) Calendar Days, unless Owner's Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.
- 10.1.3** CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.
- 10.1.4** Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities associated with a change in the Work which, in CONTRACTOR's opinion, will result in a change in the Contract Amount and/or Contract Times.
- 10.1.5** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.2 Change Orders:

- 10.2.1** OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:
- .1** a change in the Work;
 - .2** the amount of the adjustment in the Contract Amount, if any; and
 - .3** the extent of the adjustment in the Contract Time, if any.
- 10.2.2** An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to

CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

10.3 Change Directives:

- 10.3.1** Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.
- 10.3.2** If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.
- 10.3.3** A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.
- 10.3.4** Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

10.4 Field Order:

- 10.4.1** Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.
- 10.4.2** If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

- 10.5 No Damages for Delay:** CONTRACTOR shall receive no compensation for delays or hindrances to the Work, except when direct and unavoidable extra cost to CONTRACTOR is caused by failure of OWNER to provide information or material, if any, which is to be furnished by OWNER or access to the Work and only to the extent that such acts continue after the CONTRACTOR furnishes OWNER with written notice of such failure. When such extra compensation is claimed a written statement thereof shall be presented by CONTRACTOR to OWNER and if by OWNER found correct shall be approved. If delay is caused by specific orders given by OWNER to stop work or by performance of extra Work or by failure of OWNER to provide material or necessary instructions for carrying on the Work, then such delay will entitle CONTRACTOR to an equivalent extension of time, CONTRACTOR'S application for which shall, however, be subject to approval of OWNER. No

such extension of time shall release CONTRACTOR or surety on its performance bond from all CONTRACTOR's obligations hereunder which shall remain in full force until discharge of the Contract. In no event shall the CONTRACTOR be entitled to any compensation or recovery of any special damages in connection with any delays, including without limitation: consequential damages, lost opportunity costs, impact damages, or other similar damages. The OWNER'S exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the OWNER'S exercise of such rights or remedies, shall not be construed as active interference in the CONTRACTOR'S performance of the Work. Except as otherwise provided herein, an extension of Contract Time, to the extent permitted under Article 12, shall be the sole remedy of the CONTRACTOR for any acknowledged delays.

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

- 11.1** The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.
- 11.2** The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.
- 11.3** The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.
- 11.4** Determination of Value of Work:
- 11.4.1** The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:
- .1** by application of unit prices contained in the Contract Documents to the quantities of the items involved.
 - .2** by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - .3** by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).
 - .4** No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change order costs for machinery, tools, or equipment as described in subparagraph 11.5.3
- 11.4.2** Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in

paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.

11.5 Cost of Work: If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:

11.5.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by OWNER.

11.5.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

11.5.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

11.5.4 The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by Change Directive at the end of each day. Copies of these records will be made upon forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

11.6 Unit Price Work:

- 11.6.1** Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).
- 11.6.2** When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.
- 11.6.3** Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- 11.6.4** A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or \$50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.
- 11.6.5** OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:
- .1 the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or
 - .2 CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.1 Working Day and Calendar Day Contracts:

- 12.1.1** The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No

Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.

- 12.1.2** When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.
- 12.1.3** When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.
- 12.1.4** OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:
- .1** Changes ordered in the work which justify additional time.
 - .2** Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:
 - a)** Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.
 - b)** If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.
 - c)** Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).
 - d)** Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).
 - e)** If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).
 - .3** When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.
 - .4** When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

12.2 Calendar Day Contracts:

12.2.1 Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Austin, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.

12.2.2 "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.

12.2.3 Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Austin, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

January.....	8 days
February.....	8 days
March.....	7 days
April.....	7 days
May.....	9 days
June.....	6 days
July.....	5 days
August.....	5 days
September.....	7 days
October.....	7 days
November.....	7 days
December.....	7 days

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

12.2.4 CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 13.1 Notice of Defects:** Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.
- 13.2 Access to Work:** OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.
- 13.3 Tests and Inspections:**
- 13.3.1** CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- 13.3.2** OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:
- .1 for inspections, tests or approvals covered by paragraph 13.3.3 below;
 - .2 that costs incurred with tests or inspections conducted pursuant to paragraph 13.4.3 below shall be paid as provided in paragraph 13.4.3;
 - .3 for reinspecting or retesting defective Work; and
 - .4 as otherwise specifically provided in the Contract Documents. All testing laboratories shall meet the requirements of ASTM E-329.
- 13.3.3** If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.
- 13.3.4** CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.
- 13.4 Uncovering Work:**
- 13.4.1** If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative, or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.
- 13.4.2** Uncovering Work as provided in paragraph 13.4.1 shall be at CONTRACTOR's expense unless CONTRACTOR has given Owner's Representative timely notice of CONTRACTOR's intention to cover the same and Owner's Representative has not acted within five (5) working days to such notice.

13.4.3 If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Amount, and may make a Claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Amount or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and CONTRACTOR may make a Claim therefor as provided in Articles 11 and 12.

13.5 OWNER May Stop the Work:

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

13.5.2 If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.

13.6 Correction or Removal of Defective Work: If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.7 Warranty period:

13.7.1 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

- (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and
- (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom.

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

13.7.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.

13.7.3 If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.

13.7.4 The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.

13.8 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.

13.9 OWNER May Correct Defective Work: If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**14.1 Application for Progress Payment:**

- 14.1.1** No more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- 14.1.2** Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.
- 14.1.3** Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.
- 14.1.4** If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER's title to such materials or equipment or otherwise protecting OWNER's interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR's overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER they shall be stored in a bonded and insured facility, accessible to E/A and OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.
- 14.1.5** Where the original Contract Amount is less than \$400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is \$400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2.
- 14.1.6** Applications for Payment shall include the following documentation:
- .1** updated Progress Schedule;
 - .2** monthly subcontractor report;
 - .3** any other documentation required under the Supplemental General Conditions.

14.2 CONTRACTOR's Warranty of Title: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

14.3 Review of Applications for Progress Payment:

14.3.1 Owner's Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

14.3.2 Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:

- .1 the Work has progressed to the point indicated; and
- .2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).

14.3.3 By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

- .1 exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;
- .2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;
- .3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or
- .4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.4 Decisions to Withhold Payment:

14.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:

- .1 defective Work not remedied;
- .2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;
- .3 failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

- .5 damage to OWNER or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;
- .8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;
- .9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;
- .10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;
- .11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;
- .12 failure of CONTRACTOR to submit monthly subcontractor reports;
- .13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
- .14 failure of CONTRACTOR to comply with the Austin City Code, Chapter 2-9-A, as amended, "Minority-Owned and Women-Owned Business Enterprise Procurement Program;" or
- .15 failure of CONTRACTOR to comply with any provision of the Contract Documents.

14.4.2 When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.

14.5 Delayed Payments: Should OWNER fail to make payment to CONTRACTOR of sum named in any Application for Payment within thirty (30) calendar days after the day on which OWNER received the mutually acceptable Application for Payment, then OWNER will pay to CONTRACTOR, in addition to sum shown as due by such Application for Payment, interest thereon at the rate specified in Government Code, Section 2251.025(b) from date due until fully paid, which shall fully liquidate any injury to CONTRACTOR growing out of such delay in payment.

14.6 Arrears: No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.

14.7 Substantial Completion:

14.7.1 When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefor. After performing any required Work, CONTRACTOR shall then submit another request for Owner's

Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

14.7.2 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.

14.8 Partial Utilization: Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:

14.8.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a certificate of substantial Completion for that part of the Work. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a certificate of Substantial Completion for that part of the Work. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.8.2 Such partial utilization is authorized by public authorities having jurisdiction over the Work.

14.9 Final Inspection: Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.10 Final Application for Payment: CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

14.10.1 Affidavit by CONTRACTOR certifying the payment of all debts and claims;

14.10.2 Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;

- 14.10.3** Record documents (as provided in paragraph 6.10);
- 14.10.4** Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;
- 14.10.5** Certificate evidencing that insurance required by the Supplemental General Conditions will remain in force after final payment and through the warranty period;
- 14.10.6** Non-Use of Asbestos Affidavit (After Construction);
- 14.10.7** Subcontractor report and all other documentation necessary for evaluation of CONTRACTOR's fulfillment of the Contract MBE/WBE or DBE goals;
- 14.10.8** Documentation of notice to claimants, to the extent applicable and subject to subparagraph 14.11.4; and
- 14.10.9** Any other documentation called for in the Contract Documents.

14.11 Final Payment and Acceptance:

- 14.11.1** If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.
- 14.11.2** If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the one-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner's Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the one-year warranty period.
- 14.11.3** Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.
- 14.11.4** The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:
 - .1** CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii)

CONTRACTOR and the claimant have certain alternative dispute resolution rights; and

- .2 CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER'S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

14.12 Waiver of Claims: The making and acceptance of final payment will constitute:

- 14.12.1** a waiver of claims by OWNER against CONTRACTOR, except claims arising from unsettled claims, from defective Work appearing after final inspection, from failure to comply with the Contract Documents or the terms of any warranty specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and
- 14.12.2** a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

- 15.1 OWNER May Suspend Work Without Cause:** At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefor as provided in Articles 11 and 12.
- 15.2 OWNER May Terminate Without Cause:** Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):
- 15.2.1** for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
- 15.2.2** for reasonable demobilization costs;
- 15.2.3** for anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity; and

- 15.2.4** for all claims incurred in settlement of terminated contracts with Subcontractors, Suppliers and others, including for anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity. CONTRACTOR agrees to negotiate in good faith with Subcontractors, Suppliers and others to mitigate OWNER's cost.

15.3 OWNER May Terminate With Cause:

- 15.3.1** Upon the occurrence of any one or more of the following events:

- .1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;
- .2 if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;
- .3 if CONTRACTOR disregards the authority of Owner's Representative;
- .4 if CONTRACTOR makes fraudulent statements;
- .5 if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;
- .6 if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or
- .7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER. In the event that a termination for cause is found to be wrongful, the termination shall be converted to a termination without cause as set forth in Section 15.2 and CONTRACTOR'S remedy for wrongful termination is limited to the recovery of the payments permitted for termination without cause as set forth in Section 15.2.

- 15.3.2** Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all Bids submitted by CONTRACTOR for up to three (3) years. In addition, in the event of a termination for cause, CONTRACTOR and its principals shall not submit any further Bids to OWNER for three (3) years after the date of such termination.

- 15.4 CONTRACTOR May Stop Work or Terminate:** If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase in Contract Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.
- 15.5 Discretionary Notice to Cure:** In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.
- 15.6 Bankruptcy:** If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.
- 15.7 Duty to Mitigate:** In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.
- 15.8 Responsibility during Demobilization:** While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

ARTICLE 16 - DISPUTE RESOLUTION**16.1 Filing of Claims:**

- 16.1.1** Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.
- 16.1.2** Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

16.2 Alternative Dispute Resolution:

- 16.2.1** If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.
- 16.2.2** Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously involved senior level decision maker is unavailable due to the size of the CONTRACTOR'S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

16.2.3 Mediation:

- .1** If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the

parties agree to ask the Travis County Dispute Resolution Center to select a qualified individual, which selection shall be binding on the parties.

- .2 Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise. Should the parties fail to reach a resolution of the dispute through mediation, then each party is released to pursue other remedies available to them.

16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier: If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful, mediation between the parties to the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

16.4 Claim Calculation:

16.4.1 Delay Claims: The intent of paying for delay damages is to reimburse the CONTRACTOR for actual expense arising out of a compensable delay. No profit or force account markups, other than labor burden, will be allowed for delay claims by the CONTRACTOR seeking reimbursement for expenses arising out of an alleged event of delay. No consequential damages will be allowed to the CONTRACTOR in connection with any claimed delays. If the CONTRACTOR requests compensation for delay damages and the delay is determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable delay and the following:

- .1 Standby equipment costs will not be allowed during periods when the equipment would have otherwise been idle. Standby equipment time will not exceed more than eight (8) hours per twenty-four (24) hour day, forty (40) hours per week, and one hundred seventy-six (176) hours per month. Standby equipment costs will be paid at 50 percent (50%) of the applicable Rental Rate Blue Book rates and calculated by dividing the monthly rate by one hundred seventy-six (176), multiplying the result by the number of standby hours and multiplying that number by the regional adjustment factor and the rate adjustment factor contained in the Blue Book. Operating costs will not be allowed.
- .2 Project overhead will be determined from actual costs that the CONTRACTOR will be required to document. Project overhead is defined as the

administrative and supervisory expenses incurred at the work site and will not include home office overhead.

- 16.4.2** General: Except as limited with respect to delay claims, as set forth above, the criteria set forth in Section 11.4.1 may be used as a basis to calculate an adjustment in the Contract Amount in the resolution of a claim, provided that there will be no compensation for home office overhead.
- 16.5** MBE/WBE Program Progressive Sanctions. CONTRACTOR is subject to progressive sanctions for failure of CONTRACTOR to comply with Austin City Code, Chapter 2-9-A, as amended: "Minority-owned and Women-owned Business Enterprise Procurement Program." Available sanctions for Program violations are set forth in Program rules adopted by the Department of Small and Minority Business Resources (DSMBR), as amended, and may include the following progressive sanctions: (i) a violation letter for the first violation (ii) a period of probation for up to 9 months for the second violation, (iii) a period of suspension from bidding for up to two years for the third violation, and (iv) debarment for up to five years for the fourth violation. Program violations include:
- .1 providing false or misleading information to the OWNER in connection with the submission of a Bid, responses to request for qualifications or Proposals, Good Faith Efforts documentation, post award compliance, or other Program operations;
 - .2 Substituting M/WBE Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved Compliance Plan; and
 - .3 Failure to comply with the approved Compliance Plan without an approved request for a change, an approved Change Order or other approved change to the Contract.

The Progressive Sanctions will be administered in accordance with the City of Austin Purchasing Office Probation, Suspension, and Debarment Procedures for Vendors, which includes notice and an opportunity for a hearing.

ARTICLE 17 – MISCELLANEOUS

- 17.1 Venue:** In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Travis County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract. ...
- 17.2 Extent of Agreement:** This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.
- 17.3 Cumulative Remedies:** The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.
- 17.4 Severability:** If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be

unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

17.5 Independent Contractor: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

17.6 Prohibition of Gratuities: OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if it is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to this provision, OWNER shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.

17.7 Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

17.8 OWNER'S Right to Audit:

17.8.1 Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
- .4 original estimates and estimating work sheets;
- .5 correspondence;
- .6 Change Order files (including documentation covering negotiated settlements);
- .7 back charge logs and supporting documentation;
- .8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
- .9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;
- .10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
- .11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

- 17.8.2** CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.
- 17.8.3** CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.
- 17.8.4** CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.
- 17.8.5** CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.
- 17.9 Survival:** The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.
- 17.10 No Waiver:** The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.
- 17.11 Conditions Precedent to Right to Sue.** Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.
- 17.12 Waiver of Trial by Jury.** OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

End

Bidding Requirements, Contract Forms and Conditions of the Contract
SUPPLEMENTAL GENERAL CONDITIONS
Section 00810

The Supplemental General Conditions contained herein amend or supplement the General Conditions, Section 00700.

ARTICLE 1 - DEFINITIONS

1.20 Engineer/Architect (E/A):

Wiss, Janney, Elstner Associates
13581 Pond Springs Road, Suite 107
Austin, TX 78729
Phone: (512) 835-0940 Fax: (512) 835-6268

*Contact: **Carl J. "Chuck" Larosche***
clarosche@wje.com

Landscape Architect (LA)

Heritage Landscapes
PO Box 321
Charlotte, VT 05445
Phone: (802) 425-4330 Fax: 802 425-4558

Contact: *Patricia O'Donnell*
odonnell@heritagelandscapes.cc

1.32 Owner's Representative:

Robin A. Camp *is designated as the City's Project Manager*
robin.camp@ci.austin.tx.us
Phone: (512) 974-7830 Fax: (512) 974-7203

ARTICLE 2 - PRELIMINARY MATTERS

2.4 Before Starting Construction:

Delete 2.4.2.6 and replace with the following (changes to the original text are identified by underlining):

- “.6** a preliminary schedule of values for all of the Work. This schedule of values shall be organized by Subcontractor, with each item of Work to be performed by that Subcontractor broken out under the Subcontractor's name, and shall be subdivided in sufficient detail to serve as the basis for progress payments during construction. At a minimum, each trade shall be split between materials and labor. Prices will include an appropriate amount of overhead and profit applicable to each item of Work.”

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

4.1 Availability of Lands: Add the following:

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

ARTICLE 5 - BONDS AND INSURANCE

5.3 Insurance:

5.3.1 CONTRACTOR Provided Insurance

5.3.1.1 General Requirements.

- .1 CONTRACTOR shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by OWNER in the care, custody and control of CONTRACTOR prior to and during construction and warranty period.
- .2 CONTRACTOR must complete and forward the Certificate of Insurance, Section 00650, to OWNER before the Contract is executed as verification of coverage required below. CONTRACTOR shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by OWNER. Approval of insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder and shall not be construed to be a limitation of liability on the part of CONTRACTOR. CONTRACTOR must also complete and forward the Certificate of Insurance, Section 00650, to OWNER whenever a previously identified policy period has expired as verification of continuing coverage.
- .3 CONTRACTOR's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.
- .4 All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Austin, Contract and Land Management Department, P.O. Box 1088, Austin, Texas 78767.
- .5 The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both OWNER and CONTRACTOR, shall be considered primary coverage as applicable.
- .6 If insurance policies are not written for amounts specified below, CONTRACTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- .7 OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions

are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

- .8 OWNER reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CONTRACTOR.
- .9 CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- .10 CONTRACTOR shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- .11 CONTRACTOR shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- .12 If OWNER owned property is being transported or stored off-site by CONTRACTOR, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.
- .13 The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.

5.3.1.2

Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of OWNER:

- a) Waiver of Subrogation endorsement TE 2046A;
- b) 30 day Notice of Cancellation endorsement TE 0202A; and
- c) Additional Insured endorsement TE 9901 B.

Provide coverage in the following types and amounts:

- .1 A minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability each accident.
- .2 Reserved.
- .3 Reserved.
- .4 reserved.

5.3.1.3

Workers' Compensation And Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CONTRACTOR shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The Certificate of Insurance, Section 00650, must be presented as evidence of coverage for CONTRACTOR. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to OWNER.

CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

- a) Waiver of Subrogation, form WC 420304; and
- b) 30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

- .1 \$100,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
- .2 Reserved.
- .3 Reserved.

5.3.1.4 Commercial General Liability Insurance. The Policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
- b) Completed Operations/Products Liability for the duration of the warranty period.
- c) Explosion, Collapse and Underground (X, C & U) coverage.
- d) Independent Contractors coverage.
- e) Aggregate limits of insurance per project, endorsement CG 2503.
- f) OWNER listed as an additional insured, endorsement CG 2010.
- g) 30 day notice of cancellation in favor of OWNER, endorsement CG 0205.
- h) Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

For projects involving "governmental functions" without hazardous materials:

- .1 A combined bodily injury and property damage limit of \$500,000 per occurrence.
- .2 Reserved.
- .3 Reserved.
- .4 Reserved.

5.3.1.5 Builders' Risk Insurance. CONTRACTOR shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by OWNER. OWNER shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

5.3.1.6 Reserved.

5.3.1.7 Professional Liability Insurance. For Work which requires professional engineering or professional survey services to meet the requirements of the Contract, including but not limited to excavation safety systems, traffic control plans, and construction

surveying, the CONTRACTOR or Subcontractors, responsible for performing the professional services shall provide Professional Liability Insurance with a minimum limit of \$500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to all professional services provided in due course of the Work of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.4 Concerning Subcontractors, Suppliers and Others: Delete 6.4.7 and replace with the following:

"**6.4.7** CONTRACTOR shall pay each Subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) Calendar Days from the CONTRACTOR's receipt of payment from OWNER. CONTRACTOR shall return retainage payments to each Subcontractor within ten (10) Calendar Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from OWNER. This clause applies to both DBE and non-DBE Subcontractors."

6.6 Permits, Fees: Add the following:

"OWNER will obtain and pay for the following permits, licenses and/or fees:

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

6.11 Safety and Protection: Add the following to paragraph 6.11.3:

"**6.11.3** At a minimum, the safety representative will be certified in personal protective equipment, hazard communication, demolition and blasting, trench/excavation, hand and power tools, welding/cutting, cranes/derricks/hoists/conveyors/, scaffolding, confined space, CPR and first aid."

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

11.4 Determination of Value of Work: Add the following to paragraph 11.4.1.2:

"**11.4.1.2** The R.S. Means Co., Inc. 'Building Construction Cost Data' - latest edition - shall be used as a basis for evaluating the cost of labor, material and equipment to be incorporated in the Work and the cost of tools, equipment and facilities necessary to accomplish the Work described in the change. The

costs of payroll taxes and insurance, Liability and Builder's Risk Insurance, and bonds shall be calculated as follows:

- Payroll taxes and Workers' Compensation Insurance <25% of payroll (14.65% of payroll for ROCIP Projects)>
- Liability and Builder's Risk Insurance <2% of total costs (.034% of total costs for ROCIP Projects)>
- Performance and Payment Bond according to the following table:

<u>DOLLAR VALUE OF CONTRACT</u>	<u>% OF TOTAL COST OF CHANGE ORDER ADDED FOR BOND EXPENSE</u>
100,000 or less	2.5
100,001 thru 500,000	1.5
500,001 thru 2,500,000	1.0
2,500,001 thru 5,000,000	0.75
5,000,001 thru 7,500,000	0.70
OVER 7,500,000	0.65

Overhead and profit shall be calculated as follows:

- For Subcontractors and for those portions of the Work performed by CONTRACTOR's own forces:
15% of the first \$10,000.00 of costs.
10% of the balance over \$10,000.00.
- For the CONTRACTOR for Work performed by Subcontractors:
10% of the first \$10,000.00 of costs.
7.5% of the balance over \$10,000.00.

The total costs for the change, whether additive or deductive shall be the sum total of:

- cost of labor, material and equipment.
- cost of tools, equipment and facilities.
- cost of payroll taxes and insurance, Liability and Builder's Risk Insurance, and bonds.
- overhead and profit (for additive changes only)."

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.7 Warranty Period: Add the following:

"13.7.5 OWNER will utilize a "Warranty Item Form" (attached at the end of this Section) for the purpose of providing Written Notice of warranty defects to CONTRACTOR. CONTRACTOR shall date, sign, complete and return the form to OWNER when the defect is corrected, including such information on or attached to the form to describe the nature of the repairs or corrections that were made. If the defect cannot be corrected in seven (7) Calendar Days, CONTRACTOR shall provide a written explanation to the Owner's

Representative describing the repairs needed and the time required to complete the repairs."

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.11 Final Payment and Acceptance:

Add the following to paragraph 14.11.1:

"If the Contract Documents require the maintenance of any trees and tree support infrastructure for two (2) years following Final Completion, in lieu of such maintenance obligation, CONTRACTOR may pay the amount established by OWNER in the bid documents to the OWNER'S Parks and Recreation Department.

WARRANTY ITEM NO. _____ (PROJECT NAME)

The General Conditions of the Contract require that Warranty Defects be corrected within 7 days after written notice is received.

TO: _____
contractor name address / telephone / fax / email

ATTENTION OF: _____

FROM: _____
project manager name / address / telephone / fax / email

PROJECT: _____
name / location / CIP ID number

END OF ONE YEAR WARRANTY : _____

SUBJECT: _____

- If checked, the damage requires immediate attention. The Contractor has been called.
- If checked, the Consultant has been asked to consult with the Contractor on the problem.

PLEASE CORRECT OR REPAIR THE FOLLOWING ITEM(S):

DATE OF REQUEST _____ **SIGNATURE** _____
 Project Manager

- XC:
- _____ Phone No. _____
 - _____ Phone No. _____
 - _____ Phone No. _____

RESPONSE FROM CONTRACTOR: DATE CORRECTION WAS MADE: _____

The Contractor must endeavor to correct the defect within 7 calendar days after written notice is given. If the defect cannot be corrected in that time, Contractor shall provide a written explanation to the Owner's Representative describing the repairs needed and the time required to complete the repairs.

Description of corrections made:

DATE OF REPLY _____ **SIGNATURE** _____

When the repair is complete, the contractor should return a copy to each of the following:

- _____ Phone No. _____
- _____ Phone No. _____
- _____ Phone No. _____
- _____ Phone No. _____

End

**Bidding Requirements, Contract Forms and Conditions of the Contract
MODIFICATIONS TO BIDDING REQUIREMENTS AND CONTRACT FORMS**

Section 00820

SECTION 00100 – INSTRUCTIONS TO BIDDERS

Delete Section 7(i) regarding Nonresident Bidders Provisions (Section 00475) as that language is not applicable to this project.

9. Rejection of Bids

Delete item 9 A. (6).

Delete Article 13, Partnering, and replace with the following:

"13. Partnering

To complete this Work most beneficially for all parties, OWNER desires to form a Partnering Team among OWNER, E/A, CONTRACTOR, and Subcontractor(s). This relationship will draw on the strength of all parties to identify and achieve mutual goals. The objectives are effective and efficient Contract performance, intended to achieve completion within budget, on schedule, and in accordance with the Drawings and Specifications. The partnering relationship will be multilateral in makeup and participation will be totally voluntary. Refer to Section 01100, Special Project Procedures, and/or Section 01200, Project Meetings, for clarification of the intents and responsibilities of the persons and entities entering into the partnering charter."

SECTION 00830 – WAGE RATES AND PAYROLL REPORTING

Reference paragraph 4.(b); delete the second sentence and replace with the following:

"Contractor shall provide copies of payroll records to Owner on a weekly basis."

END

WAGE RATES AND PAYROLL REPORTING

Section 00830BC

PREVAILING WAGE RATE DETERMINATION**BUILDING CONSTRUCTION TYPE**

COUNTY NAME : TRAVIS

Wages based on DOL General Decision:TX080018 04/10/2009 TX18

CLASSIFICATION	RATE	FRINGES	TOTAL WAGE
Bricklayer (Excluding Caulking & Waterproofing)	\$ 13.25	\$ -	\$ 13.25
Caulkers	\$ 13.05	\$ -	\$ 13.05
Carpenter *	\$ 20.15	\$ 5.47	\$ 25.62
Carpenter (Formbuilding Only)	\$ 13.20	\$ -	\$ 13.20
Cement Mason	\$ 10.22	\$ -	\$ 10.22
Electrician **	\$ 25.18	\$ 6.59	\$ 31.77
Elevator Mechanic*** (> 6 mo. but < 5 yrs experience)	\$ 32.43	\$ 20.23	\$ 52.66
Elevator Mechanic*** (> 5 years experience)	\$ 32.43	\$ 20.88	\$ 53.31
Glaziers	\$ 18.65	\$ 5.55	\$ 24.20
HVAC Mechanic (Excluding Duct or Pipe Work)	\$ 11.83	\$ 1.14	\$ 12.97
Iron Workers - Structural (Excluding Metal Bldg. Erection)	\$ 18.35	\$ 4.90	\$ 23.25
Iron Worker - Reinforcing	\$ 10.00	\$ -	\$ 10.00
Laborer (Common)	\$ 7.57	\$ -	\$ 7.57
Laborer (Brick Tender)	\$ 8.00	\$ -	\$ 8.00
*Lead Paint & Asbestos Abatement	\$ 12.17	\$ -	\$ 12.17
Millwright	\$ 22.48	\$ 6.30	\$ 28.78
Painter - Brush	\$ 10.06	\$ 0.31	\$ 10.37
Painter - Drywall Finishing	\$ 9.00	\$ -	\$ 9.00
Painter - Spray	\$ 9.70	\$ 0.19	\$ 9.89
Pipefitter (Including HVAC Work)	\$ 24.69	\$ 7.16	\$ 31.85
Plumber (Excluding HVAC Work)	\$ 24.69	\$ 7.16	\$ 31.85
Power Equipment Operator - Backhoe	\$ 11.11	\$ 1.92	\$ 13.03
Power Equipment Operator - Crane	\$ 12.50	\$ 2.03	\$ 14.53
Power Equipment Operator - Front End Loader	\$ 11.33	\$ -	\$ 11.33
*Roofer	\$ 12.52	\$ -	\$ 12.52
Sheet Metal Worker (Including HVAC Duct Work)	\$ 23.70	\$ 9.74	\$ 33.44
Soft Floor Layer	\$ 10.00	\$ -	\$ 10.00
Sprinkler Fitter	\$ 14.00	\$ -	\$ 14.00
Tile Setter	\$ 13.00	\$ 1.55	\$ 14.55
Tile Setter - Finisher	\$ 10.00	\$ -	\$ 10.00
Truck Driver (Lowboy)	\$ 8.00	\$ -	\$ 8.00
Waterproofers	\$ 12.13	\$ -	\$ 12.13

<http://www.access.gpo.gov/davisbacon/lx.html>

* See Page 2 for Additional Wage Information

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

The Wage Compliance information detailed below was excerpted from General Decision TX070018 or other DOL sources.

1. Additional Trade information:

- Carpenters* (including acoustical installation and drywall framing/hanging, including metal studs).
- Electricians** - Including low voltage wiring for computers, fire/smoke alarms and telephones.
- Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.
- Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice prior to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits by the employer. For overtime, the basic hourly rate listed in the contract wage determination must be used in computing pay obligations.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

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

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

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

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

4. Annualization of Benefit Costs

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

5. Proper Designation of Trade

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

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.

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ADDENDUM No. _____

This form, Section 00900, Addendum, is included for your information only. If an actual Addendum is issued for this project, it will utilize the following form as a template. All addenda issued will be bound at the beginning of the Project Manual, immediately after the Table of Contents, at the time of execution.

Date _____, _____

City of Austin

Project Name _____

C.I.P. No. _____

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated _____, _____. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions:

B. Drawing Revisions:

This addendum consists of _____ page(s)/sheet(s).

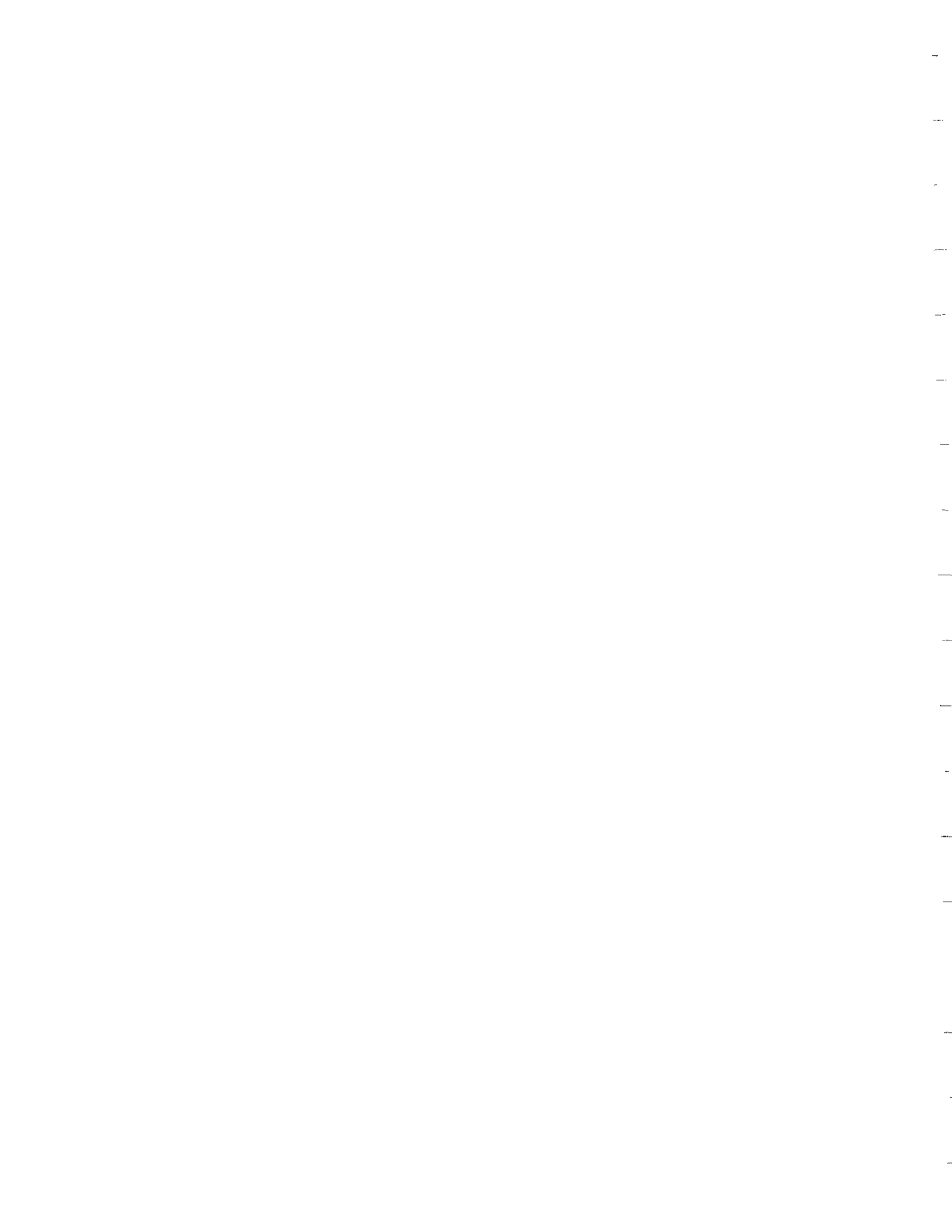
Approved by OWNER

Approved by ENGINEER/ARCHITECT

END



SPECIFICATIONS



SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. The Work includes, but is not limited to, site landscape improvements, sub-surface drainage, below-grade waterproofing, concrete site work removal and replacement, and miscellaneous site drainage for the Elisabet Ney Museum in Austin, Texas. The building has sustained water infiltration in the form of water migration through the load bearing stone masonry. The full basement has encountered the bulk of the water infiltration, and shall require the majority of the Work. The site improvements address City of Austin accessibility, safety, sustainability, and programmatic requirements and goals.
- B. The Work at the Elisabet Ney Museum includes, but is not limited to:
 - 1. Prepare the site, which will include tree and vegetation removal.
 - 2. Install tree protection measures.
 - 3. Install and maintain soil erosion and sedimentation controls.
 - 4. Excavate building perimeter and inspect foundation wall; repoint as needed and apply cementitious parge coat.
 - 5. Excavate along line of outfall at specified depth.
 - 6. Install subgrade waterproofing.
 - 7. Install setting bed and drainage lines around perimeter and to outfall at specified pitch and grades.
 - 8. Inspect, approve and backfill.
 - 9. Install storm water outfall pipe
 - 10. Install counter flashing around building perimeter.
 - 11. Install perimeter gravel mow strip.
 - 12. Remove existing downleader piping and install downleaders with back flow prevention.
 - 13. Replace existing window wells, and install new limestone caps and metal grates.
 - 14. Install paving stones at window wells.
 - 15. Remove existing accessible entrance ramp.
 - 16. Construct stone entry paving and accessible entrance ramp.
 - 17. Install stone landing pad at north areaway step.
 - 18. Grade site to provide positive drainage away from building.
 - 19. Restore equipment, services, site areas and plantings affected by the Work.
 - 20. Install stone headwall and splash apron for pipe outfall.
 - 21. Install stone curbing for planting beds and vegetable garden.
 - 22. Install stabilized stone paving materials, types A & B.
 - 23. Install wire fencing and gate.

24. Prepare site and install trees, shrubs and plant materials.
25. Prepare site, grade and seed for meadow establishment.
26. Provide maintenance instructions.
27. Prepare schedule of warranty activities.
28. Complete work, clean-up site.

- C. Contract documents indicate the Work of the contract and related requirements and conditions.
- D. The Work includes, briefly and without force and effect upon the documents, construction of curb ramps, meeting all ADA requirements, removing and relocating utilities as shown in construction drawings.

1.3 SUBMITTALS

- A. Provide shop drawings and other information as required by the Project Manager for coordination of the work.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Elisabet Ney Museum
Building, ADA Accessibility and Landscape Improvements
304 East 44th Street
Austin, Texas 78751
- B. Owner: City of Austin
Contact: Ms. Robin Camp

Public Works Department, Project Management Division
Telephone: (512) 974-7830
- C. Engineer: Wiss, Janney, Elstner Associates, Inc.
13581 Pond Springs Road, Suite 107
Austin, Texas 78729
Contact: Carl J. Larosche, P.E.
Telephone: (512) 835-0940
Fax: (512) 835-6268
- D. Landscape Architect: Heritage Landscapes LLC
501 Lake Road

Charlotte, Vermont 05445

Contact: Ms. Patricia O'Donnell, FASLA, AICP, Principal
Telephone: (802) 425-4330
Fax: (802) 425-4558

1.5 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.6 QUALITY ASSURANCE

- A. Keep at the project site for the duration of the project a competent superintendent/working foreman who is qualified to direct technical and logistical aspects of the project.
- B. The approved working foreman shall not be removed from the project without cause nor without prior notification of the Owner. If removal is for cause, Contractor shall submit justification in writing within twenty-four (24) hours of the removal. Work will cease until a new working foreman is on site.
- C. Work is to be installed by skilled workers with a minimum of three (3) years of experience doing work of similar scope and detail, unless noted otherwise. Provide documentation of experience acceptable to the Engineer, Landscape Architect, and Owner.
- D. Work is to be done in accordance with contract documents and drawings. Deviation from such will be at the discretion of the Engineer, Landscape Architect, and Owner and will be authorized in writing.
- E. Exercise caution in installing the work so as not to damage adjacent building elements and areas not being replaced. Be responsible to protect the adjacent materials from damage due to work or scaffolding, other materials, and equipment.
- F. If adjacent elements are damaged due to negligence during the execution of the Work, be responsible for repairing or replacing the damaged units at no additional cost to the Owner, and to the Engineer, Landscape Architect, and Owner's satisfaction.

1.7 PROJECT CONDITIONS

- A. Existing Conditions
 - 1. The original building was constructed in 1892, with an addition constructed in 1902. The original landscape was cultivated from 1892 to 1907. As such, this is a historic preservation project and the scope of work will be conducted in conformance with The Secretary of the Interior's *Standards for the Treatment of Historic Properties* with *Guidelines for the Treatment of Cultural Landscapes*.
- B. Protection of the Landscape
 - 1. Contractor shall protect all site features including but not limited to existing trees, fence posts, plants, grade, site lighting, sidewalks, etc. as indicated on the Landscape Architect's drawings.
 - 2. Follow the Landscape Architect's Site Protection Plan and submit a written request for any deviation for review by City Representative prior to commencing work on site.
 - 3. The site is to be protected and not damaged or altered during work. Contractor shall limit his activities on the site to the stockpile/ staging area and construction mat for access as indicated on the Landscape Architect's drawings.
 - 4. Sedimentation and erosion control measures shall be maintained throughout construction. Measures are to remain in good condition and be left in place and become the property of the Owner unless the Owner's Representative requests their removal in writing. Refer to Landscape Architect's drawings for specific requirements.

5. Historic tree locations are to be protected by fencing as indicated. Fencing is to remain in place throughout construction operations and become the property of the Owner. Fencing may only be removed if requested by the Owner's Representative in writing.

C. Protection of the Building

1. Contractor shall protect all existing building surfaces. Any damage to the existing structure and/or site caused by the contractor or construction practices shall be corrected to pre-construction condition at no expense to the owner. Contractor shall keep the building secure and weather-tight at all times.
2. All construction materials shall be secured against theft and to ensure materials do not become windborne or cause injury to building tenants or visitors.
3. Contractor shall coordinate erection of a lockable construction fence with Landscape Architect and City Project Manager.
4. Contractor shall provide plywood box-outs or approved similar protection at the location of two (2) decoratively carved stone elements on the south facade. Protection shall be secured using stainless steel hardware into mortar joints or approved alternate measure.

1.8 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations, as indicated on Drawings by the Contract limits.
- B. Use of Site:
 1. Limit use of premises to the project site and areas indicated by the Owner. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 2. Limits: Confine construction operations to areas designated on the Drawings and by the Owner.
 3. Access ways: Keep access ways serving premises clear and available to visitors, Owner, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 4. Vehicular access to the site is limited to Avenue G. Construction vehicles other than equipment required for construction operations shall not be permitted on site. Contractor and sub-contractor employees shall make arrangements for off-site parking. No vehicles are allowed on any portion of the site.
 5. No access to the site by contractor personnel or operations from 44th Street or Avenue H is permitted.
 6. Contractor parking is not permitted on Avenues G or H south of 44th Street.
 7. Contractor shall limit use of the premises for work and storage as follows:
 - a. Coordinate use of premises under direction of the Owner. This includes on-site storage of materials and equipment. Limited on-site storage is available at the site and is subject to coordination with and authorization by the Owner in the area designated for stockpiling.
 - b. Assume full responsibility for the protection and safekeeping of products stored on premises, and for their proper use.
 - c. Smoking on the premises is prohibited.

C. Owner's Occupancy Requirements

1. The Elisabet Ney Museum shall be open for business and in use by the owners and visitors during the construction period. Maintain public access during business hours for the duration of the project.

D. Work Restrictions

1. On-Site Work Hours: Work shall be generally performed during daylight hours, Monday through Friday 8am to 5pm, except where otherwise allowed by Owner. Museum staff hours are 9am to 6pm, Monday through Friday.
2. Existing Utility Interruptions: Do not interrupt utilities serving the buildings without written authorization from Owner.

E. Job Conditions

1. Confine operations at site to areas permitted by laws, permits, contract, and the Owner.
2. Provide the Engineer and Landscape Architect with access to the building during the work at locations designated by the Engineer, Landscape Architect, and Owner.
3. Access shall be provided for random observations of work in progress by Owner, Engineer and Landscape Architect.

F. Schedule of Work

1. The work shall be performed in accordance with the schedule included in the Agreement.
2. Costs associated with ill-timed or defective work, or work not conforming to the Contract Documents, are the responsibility of the Contractor.

G. Field Measurements

1. Contractor shall field verify all existing dimensions and conditions. Dimensions shown on the plans are approximate. Field measurements will be required to complete the Work. Contractor shall obtain all field measurements as necessary to coordinate with and match new construction to existing conditions.
2. Some information on these drawings regarding existing features is necessarily conjectural due to hidden conditions at the time of preparation. If conditions exist that differ from the drawings or are not adequately detailed, inform the Engineer/Landscape Architect, and additional details or interpretation will be provided.

H. Site Cleanup

1. Execute cleanup to ensure that the buildings, grounds, and adjacent sites are maintained free of waste, debris, and rubbish.
2. Remove waste materials, debris, and rubbish from site on a daily basis.
3. Handle materials in a controlled manner.

- I. Provide shop drawings and other information as required by the Project Manager for coordination of the work.

1.9 CONTRACTOR'S USE OF CONSTRUCTION SITE

- A. The construction site will be in use by the public throughout the duration of contract. The contractor shall refer to Section 01040, Project Coordination for coordination required to minimize disturbance and hazards to pedestrian as well as automobile traffic. Contractor shall not unreasonably encumber the construction site with materials or equipment. Contractor shall assume reasonable responsibility for protection of construction site.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

1. CONTRACTOR shall perform all layout work to transfer all controls for grades, lines, levels and measurements from reference points provided by OWNER's Representative. All survey Work will be performed under supervision of a Texas Registered Professional Land Surveyor.
2. OWNER will not stake for construction and will not be on Site, except to perform quality control checks.
3. CONTRACTOR shall be required to set elevation hubs (blue tops) for subgrade and base course on centerline, at quarter points and curb lines or edge of pavement at intervals not exceeding 50 feet.
4. Upon request, OWNER'S REPRESENTATIVE will provide horizontal and vertical controls. In addition, on building projects, a boundary survey will be supplied together with a legal description of the property and all easements where Work will take place.
5. CONTRACTOR shall submit construction staking layout sheets certified by a Professional Engineer or Registered Professional Land Surveyor (as evidenced by their seal) registered in the State of Texas. CONTRACTOR shall use a qualification based selection process consistent with the Professional Services Procurement Act, Chapter 2254 of the Texas Government Code, when securing the services of a Professional Engineer or Registered Professional Land Surveyor. It is a violation of State Law to solicit Bids for the services of a Professional Engineer or Registered Professional Land Surveyor.
 - 5.1 All Work shall be done to the lines, grades and elevations indicated on the drawings. Information concerning basic horizontal and vertical control points will be provided by the E/A, Wiss, Janney and Elstner. These points shall be used as datum under this Contract. All work to transfer all controls for grades, lines, levels, layout and measurements shall be performed under the supervision of a Texas Registered Professional Land Surveyor, provided by the CONTRACTOR, and such work shall conform to the standards for construction staking in the most recent edition of the Texas Society of Professional Surveyors Manual of Practice for Land Surveying, Category 5, Section 1-12 inclusive. The [centerline and] offset centerline stakes will be set at no greater than fifty (50) foot intervals (on both sides of the right-of-way) [and at points of alignment or grade changes]. References to lines and grades as established by the CONTRACTOR's surveyor shall be in reference to these stake lines.
 - 5.2 The CONTRACTOR shall place grade stakes and submit construction staking layout sheets. The CONTRACTOR shall allow a minimum of ten (10) days after submission to the Owner's Representative for review of construction staking layout sheets. Construction staking layout sheets shall be in the format included at the end of this section. No Work shall be performed without Owner's Representative review and return to CONTRACTOR of construction staking layout sheets.
 - 5.3 Prior to any excavation, the CONTRACTOR shall establish the elevation to top of ground at centerline of the pipe as well as cuts and offset stakes at the distance deemed appropriate by the CONTRACTOR to preclude disturbance of offset stakes during construction. In addition, the CONTRACTOR shall furnish, without charge, competent persons and such tools, stakes, and other materials as the Owner's Representative may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by the CONTRACTOR.
 - 5.4 The CONTRACTOR shall keep the Owner's Representative informed, a reasonable time in advance of the times and places at which he wishes to do Work, so that any checking deemed necessary by the OWNER may be done with minimum inconvenience to the E/A and

minimum delay to the CONTRACTOR. Surveying will be coordinated between the Owner's Representative and CONTRACTOR in a manner convenient to both.

- 5.5 During Layout, CONTRACTOR shall verify elevation and alignment of tie-in to existing infrastructure. Any Work done without being properly located may be ordered removed and replaced at the CONTRACTOR's expense.
- 5.6 The CONTRACTOR shall carefully preserve all monuments, benchmarks, reference points, and stakes. In case of the destruction thereof, the CONTRACTOR shall bear the cost of replacement and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or benchmarks, which must be removed or disturbed, shall be protected until properly referenced for relocation. The CONTRACTOR shall furnish materials and assistance for the proper replacement of such monuments or benchmarks.
- 5.7 The CONTRACTOR shall satisfy himself before commencing Work as to the meaning and correctness of all control stakes, marks, etc., and no claim will be entertained by the OWNER for or on account of any alleged inaccuracies, unless the CONTRACTOR notifies the OWNER in writing before commencing the affected Work.

End See attached "Construction Staking Layout Sheet"

DEFINITIONS

General: Basic Contract definitions are included in the General Conditions, Section 00700 included herein.

Approved: The term approved, when used in conjunction with the Owner's Representative's action on the CONTRACTOR'S submittals, applications, and requests, is limited to the Owner's Representative's duties and responsibilities as stated in the Conditions of the Contract. A stamp reading "No Exceptions Taken" shall have the same intent as "Approved".

Furnish: The term furnish means supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.

Install: The term install describes operations at the Project site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

Installer: An Installer is the CONTRACTOR or another entity engaged by the CONTRACTOR, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in operations they are engaged to perform.

Project Site: The space available to the CONTRACTOR for performing construction activities either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

Provide: The term provide means to furnish and install, complete and ready for the intended use.

Regulations: The term regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

Trades: Using terms such as carpentry is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.

INDUSTRY STANDARDS

Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.

Conflicting Requirements: Where compliance with two or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer to the Owner's Representative for a decision before proceeding.

Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

Abbreviations and Names: Trade association names, titles of general standards, and names and titles of government agencies are frequently abbreviated. Where such acronyms or abbreviations are used in the

Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturer's Association
AAN	American Association of Nurserymen.
AASHTO	American Association of State Highway and Transportation Officials.
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADC	Air Diffusion Council
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects
AIHA	American Industrial Hygiene Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction.
ALCA	Associated Landscape Contractors of America
ALI	Associated Laboratories, Inc.
ALSC	American Lumber Standards Committee
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute.
AOAC	Association of Official Analytical Chemists

AOSA	Association of Official Seed Analysts
APA	American Plywood Association
API	American Petroleum Institute.
AREA	American Railroad Engineers Association
ARI	Air Conditioning and Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASA	Acoustical Society of America
ASA	American Standards Association.
ASC	Adhesive and Sealant Council
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating & Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials.
AWCMA	American Window Covering Manufacturers Association
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America
BIFMA	Business and Institutional Furniture Manufacturers Association
CAGI	Compressed Air and Gas Institute
CAUS	Color Association of the United States
CBM	Certified Ballast Manufacturers
CCC	Carpet Cushion Council

CDA	Copper Development Association
CE	Corps of Engineers
CFR	Code of Federal Regulations
CGA	Compressed Gas Association
CISCA	Ceiling and Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CPSC	Consumer Product Safety Commission
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard of NBS (U.S. Dept. of Commerce)
CTI	Ceramic Tile Institute
DFPA	Douglas Fir Plywood Association
DHI	Door and Hardware Institute
DLPA	Decorative Laminate Products Association
DOC	U.S. Department of Commerce
DOT	Department of Transportation
ECSA	Exchange Carriers Standards Association
EIA	Electronic Industries Association
EIMA	Exterior Insulation Manufacturers Association
EJMA	Expansion Joint Manufacturers Association
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FGMA	Flat Glass Marketing Association
FHA	Federal Housing Administration
FM	Factory Mutual Research Organization
FS	Federal Specifications
FSC	Forest Stewardship Council
FTI	Facing Tile Institute
GA	Gypsum Association
GSA	General Services Administration

HEI	Heat Exchange Institute
HI	Hydronics Institute
H.I.	Hydraulic Institute
HMA	Hardwood Manufacturers Association
HPMA	Hardwood Plywood Manufacturers Association
IBD	Institute of Business Designers
ICEA	Insulated Cable Engineers Association, Inc.
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IESNA	Illuminating Engineering Society of North American
IGCC	Insulating Glass Certification Council
ILI	Indiana Limestone Institute of America
IMSA	International Municipal Signal Association
IRI	Industrial Risk Insurers
ISA	Instrument Society of America
ITE	Institute of Transportation Engineers
LEED™	Leadership in Energy and Environmental Design
LIA	Lead Industries Association, Inc.
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturer's Association
MCAA	Mechanical Contractors Association of America
MFMA	Maple Flooring Manufacturers' Association
MIA	Marble Institute of America
ML/SFA	Metal Lath/Steel Framing Association
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
MUTCD	Texas Department of Transportation Manual on Uniform Traffic Control Devices
NAAMM	National Association of Architectural Metal Manufacturers
NAIMA	North American Insulation Manufacturers Association
NAPA	National Asphalt Pavement Association
NBFU	National Board of Fire Underwriters

NBS	National Bureau of Standards (U.S. Dept. of Commerce)
NCMA	National Concrete Masonry Association
NCRPM	National Council on Radiation Protection and Measurements
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code (Published by NFPA)
NECA	National Electrical Contractors Association
NEII	National Elevator Industry, Inc.
NEMA	National Electrical Manufacturers Association
NETA	International Electrical Testing Association
N.F.P.A.	National Forest Products Association
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NIST	National Institute of Standards and Technology
NLGA	National Lumber Grades Authority
NOFMA	National Oak Flooring Manufacturers Association
NPA	National Particleboard Association
NPCA	National Paint and Coatings Association
NRCA	National Roofing Contractors Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PE	Professional Engineer
REA	Rural Electrification Administration
RFCI	Resilient Floor Covering Institute
RMA	Rubber Manufacturing Association
RPLS	Registered Professional Land Surveyor
SDI	Steel Deck Institute
S.D.I.	Steel Door Institute

SFPA	Southern Forest Products Association
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SPRI	Single Ply Roofing Institute
SSPC	Steel Structures Painting Council
SSPMA	Sump and Sewage Pump Manufacturers Association
SWI	Steel Window Institute
SWPA	Submersible Wastewater Pump Association
TCA	Tile Council of America
TEX TEST	TxDOT Laboratory Test
TIMA	Thermal Insulation Manufacturers Association
TPI	Truss Plate Institute
TxDOT	Texas Department of Transportation
UL	Underwriters Laboratory, Inc.
USDA	U. S. Department of Agriculture
USGBC	U. S. Green Building Council
USPS	U. S. Postal Service
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Wallcovering Manufacturers Association
WIC	Woodwork Institute of California
WLPDIA	Western Lath, Plaster, Drywall Industries Association
WRI	Wire Reinforcement Institute
WSC	Water Systems Council
WSFI	Wood and Synthetic Flooring Institute
WWPA	Western Wood Products Association
W.W.P.A.	Woven Wire Products Association

END



PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section describes the preconstruction conference and other Project related meetings which may be held on a routine schedule throughout the duration of the Project.
- B. The CONTRACTOR, or his authorized representative(s), shall attend all Project related meetings as indicated herein. The CONTRACTOR's representatives, as a minimum, shall include his Project Manager and Superintendent. Other CONTRACTOR's representatives may attend Project related meetings; however, there shall be a maximum of four (4) CONTRACTOR's representatives at any one meeting unless the ENGINEER/LANDSCAPE ARCHITECT approves a larger number.
- C. The CONTRACTOR shall provide all pertinent reports, copies of reports, etc., for each meeting as may be required by this or other sections of the Contract.

1.3 PARTNERING WORKSHOP

- A. To complete this work most beneficially for all parties, the Owner desires to form a Partnering Team among the Owner, Engineer/Landscape Architect, Contractor, and Subcontractor(s). This relationship will draw on the strength of all parties to identify and achieve mutual goals. The objectives are effective and efficient contract performance, intended to achieve completion within budget, on schedule, and in accordance with the drawings and specifications.
- B. The Owner will schedule a Partnering Workshop independent of or in conjunction with the Preconstruction Conference, to facilitate the project objectives. The partnering relationship will be multilateral in makeup and participation will be totally voluntary.

1.4 PRECONSTRUCTION CONFERENCE

- A. Attendees

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

1. CONTRACTOR's Project Manager.
2. CONTRACTOR's Superintendent.
3. Any Subcontractors' and/or Suppliers' representatives whom the CONTRACTOR may desire to invite or whom the ENGINEER/LANDSCAPE ARCHITECT or OWNER may request to attend.
4. ENGINEER/LANDSCAPE ARCHITECT's representative.

5. OWNER's Project Manager.
6. OWNER's REPRESENTATIVE
7. OWNER's Sponsor Department Representative.
8. Representative from the City of Austin, Transportation Department if a traffic management plan is required.
9. Representative from the City of Austin, Watershed Protection and Development Review Department, Environmental Inspection Division, if site erosion / sedimentation controls are required.
10. Representative from the City of Austin, Transportation Department if utility coordination has occurred through the Austin Utility Location and Coordination Committee.
11. Representatives from the City of Austin, Contract and Land Management Department, Contract Procurement Division, to discuss wage and M/WBE compliance.

B. Meeting topics

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

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

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

1.5 JOB MEETINGS

A. General

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

B. Attendees

Job meetings will be attended by the following:

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

C. Meeting topics

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

1. Review of previous meetings' notes and update of pertinent information and Project status.
2. Identification and discussion of new job related construction problems. Such discussion will be toward resolving identified problems.

3. Review work accomplished to date and establish proposed construction activities for the upcoming week(s).
4. Budget to date.
5. Discuss the status of or need for change orders.
6. Check of required bonds and insurance certificates (including Workers' Compensation Insurance verification for CONTRACTOR's, Subcontractor's, and Sub-Subcontractor's employees as stated in Section 00700, General Conditions, 5.2 Workers' Compensation).
7. Status of pay requests.
8. Work in progress.
9. Review and update construction schedule.
10. Review of submittals schedule and status of submittals.
11. Other.

1.6 OTHER MEETINGS

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

END

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Security plan.
 - 2. Contractor's construction schedule.
 - 3. Submittal schedule.
 - 4. Shop drawings.
 - 5. Product data.
 - 6. Samples.
 - 7. Quality assurance and quality control submittals, including calculations, mix designs and substantiating test results.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Permits.
 - 2. Applications for Payment.
 - 3. Performance and Payment bonds.
 - 4. Insurance certificates.
 - 5. Monthly Subcontractors expense report.
 - 6. Non-use of asbestos affidavits
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 00700, "General Conditions"; Section 00810, "Supplemental General Conditions"; and/or Division 1, Section 01025, "Measurement and Payment" specifies requirements for submittal of the Schedule of Values.
 - 2. Division 1, Section 01200, "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
 - 3. Section 00700, "General Conditions"; Section 00810, "Supplemental General Conditions"; and/or Division 1, Section 01700, "Contract Close-out" specifies requirements for submittal of Project Record Documents and warranties at project close-out.

PART 2 - PRODUCTS - not used

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

Contractor shall be responsible for the following:

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals or resubmittals concurrently.
 - a. The E/LA reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow fourteen (14) calendar days for initial review. Allow additional time if the Engineer/Landscape Architect must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow fourteen (14) calendar days for processing each resubmittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the E/LA sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4 inches by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Contractor's Engineer and Landscape Architect.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- C. Number of Copies:
1. Two (2) copies of the proposed Construction schedule and subsequent revision are required.
 2. Two (2) copies of the proposed Submittal schedule and subsequent revision are required.
 3. Nine (9) copies of Shop Drawings, Product, Product Samples, Quality Assurance and Quality Control submittals are required.
- D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the E/LA through the Owner's

Representative using a transmittal form (An example Transmittal Form is provided at the end of this section). The E/LA will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
2. Number transmittals in sequence for each Series of the Specifications thus: x-xxx. The number after the dash indicates the Section of the Specifications, and the number before the dash is the sequence number of the transmittal. For example, the first item submitted related to Specification Item No. 506, "Manholes" would be labeled **1-506**, the second item submitted would be labeled **2-506**, etc. If the submittal item relates to a Special Provision or Special Specification, use **SP506** or **SS5061**, for example, to indicate the applicable Specification Section. Identify resubmittals with a letter of the alphabet following the original sequence number, using "A" for the first resubmittal, "B" for the second resubmittal, etc. For example, the first resubmittal of the second item submitted for Specification SP506 would be labeled **2A-SP506**.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Construction Schedule: As described in Section 2.4.2 of Section 00700 "General Conditions", prepare a fully developed Contractor's construction schedule ("Baseline Schedule") using Microsoft Project[®] software unless otherwise approved by Owner's Representative. Submit Baseline Schedule prior to or at the preconstruction conference, and submit updated schedules as specified by the E/LA, usually at each regularly scheduled Project Meeting and with each pay application.
 1. Detail each significant construction activity and use a weekly timeframe for the schedule. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
 2. With each update, revise task completion percentage and mark completed tasks.
 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the critical path items and the sequences necessary for completion of related portions of the Work.
 5. Indicate the phases of work in which subcontractors will be participating. Subcontractors shall be indicated by name.
 6. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 7. Indicate substantial completion in advance of the date established for Final Completion to allow time for the E/LA's procedures necessary for certification of Substantial and Final Completion.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- C. Cost Correlation: Within the Baseline Schedule, provide cost information indicating planned and actual costs. On the appropriate task line(s), show dollar volume of Work

performed as of the dates used for preparation of applications for payment. Refer to Section 00700, "General Conditions", Article 14 Payment to Contractor and Completion for cost reporting and payment procedures.

- D. Distribution: Following response to the Baseline Schedule submittal, distribute electronic copies to the E/LA, subcontractors, suppliers, and other parties required to comply with scheduled dates. Keep a copy at the Project Site at all times.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made and as requested by the E/LA. Issue the updated schedule concurrently with the report of each meeting, or as requested by the E/LA.

3.3 SUBMITTAL SCHEDULE

- A. Concurrently with the development of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the initial Submittal Schedule along with the Construction Schedule, at, or prior to, the Pre-construction Conference.
 - 1. Coordinate Submittal Schedule with the list of subcontractors, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.
 - 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number or Specification number.
 - c. Submittal category (Shop Drawings, Product Data, Calculations, Test Results, or Samples).
 - d. Name of the subcontractor.
 - e. Description of the part of the Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date for completion of the E/LA's review.
- B. Distribution: Following Owner's response to the initial submittal, print and distribute copies to the Owner's Representative, E/LA, Owner, subcontractors, suppliers, and other parties required to comply with submittal dates indicated. Keep copies at the Project Site at all times.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting, or as requested by the E/LA.

3.4 CONSTRUCTION SEQUENCE PLANS

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

3.5 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, circle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract

Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

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

3.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, applicable certifications and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations;
 - b. Compliance with trade association standards;
 - c. Compliance with recognized testing agency standards;
 - d. Application of testing agency labels and seals;
 - e. Notation of dimensions verified by field measurement; and
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until a copy of the final submission of Product Data is in the Installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.
 4. Water and Wastewater Items or Projects: The Contractor shall submit descriptive information and evidence that the materials and equipment the Contractor proposes for incorporation into the Work is of the kind and quality that satisfies the specified functions and quality. **Austin Water Utility Standard Products Lists (SPL)** is a part of the Specifications. Contractors may, when appropriate, elect to use products from the SPL; however, submittal to the E/LA is still required. Should the Contractor elect to use any materials from these lists, each product shall be completely and clearly identified by its corresponding SPL number when making the product submittal. This will expedite the review process in which the E/LA, and, if necessary, the Austin Water Utility Standard Products Committee, decides whether the products meet the Contract requirements and the specific use foreseen by the E/LA in the design of this engineered Project. The purpose of the SPLs is to expedite review by the E/LA and, if necessary, the Austin Water Utility Standard Products Committee, of Contractor product submittals. The SPLs should not be

interpreted as being a pre-approved list of products necessarily meeting the requirements for a given construction Project. Items contained in the SPL cannot be substituted for items shown on the Drawings, or called for in the specifications, or specified in the Bidding Requirements, Contract Forms and Conditions of Contract, unless approved by the E/LA in conjunction with the Austin Water Utility Standard Products Committee. The Standard Product List current at the time of plan approval will govern.

3.7 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished when specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
1. Mount or display Samples in the manner to facilitate review of qualities indicated. Include the following:
 - a. Specification Section number and reference;
 - b. Generic description of the Sample;
 - c. Sample source;
 - d. Product name or name of the manufacturer;
 - e. Compliance with recognized standards; and
 - f. Availability and delivery time.
 2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements of Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
 3. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used by Owner for final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

3.8 QUALITY ASSURANCE AND QUALITY CONTROL SUBMITTALS

- A. Submit quality assurance and quality control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, materials test results, field testing and inspection reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a certification from the manufacturer or responsible Engineer, Architect or Landscape Architect certifying compliance with specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the corporation or other individual authorized to sign documents on behalf of the company.
- C. Calculations: When required in the technical specification, calculations shall be prepared and stamped by a Professional Engineer registered in the State of Texas.
- D. Concrete, Controlled Low Strength Material, Asphalt Stabilized Base and Hot Mix Asphaltic Concrete Mix Designs and Substantiating Test Data: Requirements for submittal of mix designs and substantiating test data are specified in the applicable Technical Specification Section. Each separate batch plant supplying ASB, HMAC and/or concrete shall submit mix designs to the Owner's Representative for review.

3.9 TECHNICAL SUBMITTALS REQUIRED

- A. Technical submittals required include, but are not limited to, the following list. This list is provided as an aid to the Contractor, but is not intended to be all inclusive. The Contractor shall refer to the Technical Specifications for additional requirements.

<u>Specification</u>	<u>Type of Submittal</u>
130S - Borrow	Material Data
206S - Asphalt Stabilized Base	Material Data
210S - Flexible Base	Material Data, Test Results
301 - Asphalts, Oils, and Emulsions	Product Data
302S - Aggregates for Surface Treatments	Material Data
313 - Rubber Asphalt Crack and Joint Sealer	Product Data
316S - Polymerized Asphalt Interlayer Seal	Product Data, Material Data
340 - Hot Mix Asphaltic Concrete	Material Data, Mix Designs, Test Results
360 - Concrete Pavement	Material Data, Mix Designs, Test Results
402S - Controlled Low Strength Material	Material Data, Mix Designs
403 - Concrete for Structures	Material Data, Mix Designs, Test Results
405 - Concrete Admixtures	Product Data
408 - Concrete Joint Materials	Product Data
409 - Membrane Curing	Product Data
503S - Frames, Grates, Rings and Covers	Product Data
504S - Adjusting Structures	Material Data
506S - Manholes	Material Data, Product Data
508S - Miscellaneous Structures and Appurtenances	Material Data, Product Data
509S - Excavation Safety Systems	Excavation Safety Systems Plan, Calculations
510 - Pipe	Material Data, Product Data
511S - Valves	Product Data
610S - Preservation of Trees and Other Vegetation	Product Data
801S - Construction Detour	Product Data
843S - Ducts	Product Data
863S - Reflectorized Pavement Markers	Product Data

3.10 ENGINEER/LANDSCAPE ARCHITECT'S ACTION

- A. Except for submittals, for the record, or for information where action and return is not required, the E/LA will review each submittal, mark to indicate action taken, and return within the time frame specified in Paragraph 3.1.A.3.
1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The E/LA will stamp each submittal with a uniform, action stamp. The E/LA will mark the stamp appropriately to indicate the action taken, as follows:
1. "Reviewed": the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 2. "Reviewed with Comments": the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 3. "Revise and Resubmit" or "Rejected": do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations and resubmit without delay. Repeat if necessary to obtain different action mark.
 - a. Do not use, or allow others to use, submittals marked "Revise and Resubmit" or "Rejected" at the Project Site or elsewhere where Work is in progress.
 4. Other Action: Where a submittal is for information, or for record purposes, or for special processing, or for other activity, the E/LA will return the submittal marked "Record Copy", "Action Not Required" or "No Action Taken."
- C. Unsolicited Submittals: The E/LA will return unsolicited submittals to the sender without action.

3.11 PREPARATION AND SUBMITTAL OF CONSTRUCTION RECORD DRAWINGS

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

GENERAL

1. Notes should be sufficiently clear to allow a draftsman to easily make the necessary changes without the need for field checks and interpretation.
2. One complete set of Construction Record bluelines will be submitted prior to the final pay request and forwarded to the Owner.

STREET RECONSTRUCTION AND OVERLAY PROJECTS

1. Location, type, and quantity of all work added or deleted from the Project including repair areas, milled areas, sidewalk, ramps, curb and gutter, etc.
2. Deviations in street, sidewalk, curb and gutter location and grades from Drawings.

WATER/WASTEWATER PROJECTS

1. Type, name and model numbers of all valves (with # of turns to open/close), air release valves, drain and fire hydrants noted at locations installed.

2. Installed locations of all assignments, appurtenances and elevations which differ from those indicated on the Drawings.
3. Pipe manufacturer type and classification noted in sufficient detail to determine location and extent of each type or classification installed.
4. Modification to any standard or special details noted.
5. Location and description of pipe closures.
6. Thrust blocking locations and restrained pipe lengths, approximate dimensions and quantities noted.
7. Location, type and quantity of all addition and deletions.
8. Changes in grade.

The above list is not intended to be complete. Any information noted which could be used for future maintenance, location and construction projects is encouraged to be noted on the blue lines.

3.12 CONSTRUCTION DIARIES

The Contractor shall prepare a daily construction diary recording as a minimum the following information concerning events at the site and submit duplicate copies to the Owner's Representative at weekly intervals. The copies are to be signed by the project Superintendent as defined in Section 00700, Article 6.1.2.

1. Work performed;
2. Approximate count of Contractor's personnel, by classification, on the site;
3. List by classification, of all Subcontractors, personnel and any professionals on the site that day;
4. List of all equipment on the site by make and model;
5. High and low temperatures together with general weather conditions;
6. Start time and finish time of day's work;
7. Accidents and / or unusual events;
8. Meetings and significant decisions made;
9. Stoppages, delays, shortages and / or losses;
10. Meter readings and / or similar recordings;
11. Emergencies procedures that may have been needed;
12. Orders and requests of governing authorities;
13. Change Orders received and implemented;
14. Services connected and / or disconnected;
15. Installed equipment and / or system tests and / or startups and results;
16. Partial completions and / or occupancies; and
17. Date of substantial completion certified.

Shop Drawing Transmittal

Month XX, 2008

Transmittal No. _____
Previous Transmittal No. _____
Previous Submittal Date _____

City of Austin
Construction Inspection Division
Public Works Department
P.O. Box 1088
Austin, Texas 78767

Project Name: Austin Lakeside Drive

Attention: Owner's Representative

Enclosed are nine (9) copies of the following items for your review:

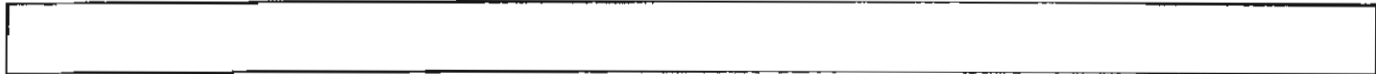
<u>Item No.</u>	<u>Description</u>	<u>Submittal Type</u>	<u>Specification Section</u>	<u>Subcontractor/Supplier</u>
1.	6" DI Pipe	Produce Data	510	ABC Company
2.	8" Resilient Seat Gate Valve	Product Data	511	DEF Company

NOTE: Item 1 above contains a deviation from the Specifications as indicated on the item

Submitted by: _____

XYZ Company
101 Ranch Road 2974
Austin, Texas 78759

END



1. GENERAL

CONTRACTOR shall be responsible for the production of construction photographs as provided herein. OWNER's Representative shall designate the subject of each photograph.

2. QUALITY

All photographs shall be produced by a competent photographer and shall be 35mm color photographs of commercial quality. Computer generated and "instamatic" photographs shall not be accepted. All negatives and two 3 inch by 5 inch prints of each view shall be submitted. Negatives shall be identified with description of view, date, and photographer. Prints shall be mounted on linen with flap for binding or enclosed in clear plastic binders. Each print shall be marked with the name and number of Contract, name of CONTRACTOR, description and location of view and identity of photographer.

WATER LINE, WASTEWATER LINE AND DRAINAGE SYSTEM CONSTRUCTION REQUIREMENTS:

3. VIEWS AND QUANTITIES

Photographs shall be taken at intervals of approximately 100 feet along the route before commencement of Work, and one copy submitted to the OWNER prior to the start of construction. Additional photographs shall be taken at stations of significant features and, for pipeline projects at dead ends, tees, bends, valves, manholes, connections, at locations of concrete placement, at stations which will affect adjacent property owners, and at such times as requested by the OWNER. Photographs shall be taken from a minimum of two (2) views (one forward station view and one backward station view along the pipeline route, and one front view and one side view for fittings and appurtenances of pipeline projects.)

Progress photographs shall be submitted with each of the CONTRACTOR's application for progress payment. The same view of any preconstruction or construction activity shall be photographed again upon completion of construction activities and submitted with the CONTRACTOR's application for final Payment.

End

PART 1 - GENERAL**1.1 Related Documents:**

Drawings and general provisions of Contract, including General Conditions, Section 00700, and Supplemental General Conditions, Section 00810, and Division 1 requirements. Section 02200 Site Clearing

PART 2 - PRODUCTS (NOT USED)**PART 3 - EXECUTION****3.1 Office at the Work Site (Job Shack)**

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

In addition, CONTRACTOR shall provide a suitable field office with at least 200 square feet of floor space, either adjacent to, or partitioned off from, his office at the site for use by Owner's Representative. The office shall be provided with outside entrance door with a substantial lock, glazed windows suitable for light and ventilation, and adequate heating, air conditioning, and lighting facilities. CONTRACTOR shall pay all electricity and heating bills and shall provide telephone services with a telephone as specified hereinafter. The office shall be furnished with a desk, two four-drawer filing cabinets, a table, two chairs, a plan rack, and a locker for storage of surveying instruments. The doors on the locker shall be equipped for padlocking. The general arrangement of the office and facilities provided shall be acceptable to Owner's Representative.

3.2 Water for Construction

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

3.3 Telephone Service

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

3.4 Sanitary Facilities

CONTRACTOR shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing Work or furnishing services on the Project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. Location placement of temporary toilets shall be at the approval of the Owner. The location of sanitary facilities shall be at the direction of the Owner. If toilets of the chemically treated type are used, at least one toilet shall be furnished for each 20 employees. CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.

3.5 Protection of Public and Private Property

CONTRACTOR shall protect, shore, brace, support and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the CONTRACTOR's operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement/right-of-way. All replacements shall be made with new materials.

CONTRACTOR shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from the Work, whether by him or his Subcontractors. CONTRACTOR shall make satisfactory and acceptable arrangements with the owner of, or the agency having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.

All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

3.6 Security

CONTRACTOR shall be responsible for protection of the site, and all Work, materials, equipment, and existing facilities hereon, against vandals and other unauthorized persons.

No claim shall be made against OWNER by reason of any act of an employee or trespasser, and CONTRACTOR shall make good all damage to the OWNER's property resulting from CONTRACTOR's failure to provide security measures as specified.

Security measures shall be at least equal to those usually provided by OWNER to protect existing facilities during normal operations, and shall also include such additional security fencing, barricades, lighting, and other measures as required to protect the site. When required, the CONTRACTOR shall provide a security plan to the OWNER for review as to appropriateness of the security measures proposed.

3.7 Access Roads

CONTRACTOR shall establish and maintain temporary access roads to various parts of the site as required to complete the Project. Such roads shall be available for the use of all others performing Work or furnishing services in connection with the Project.

3.8 Parking

CONTRACTOR shall provide and maintain suitable parking areas for the use of all construction workers and others performing Work or furnishing services in connection with the Project, as required, to avoid any need for parking personal vehicles where they may interfere with public traffic, the OWNER's operations, or construction activities.

3.9 Dust Control

Dust Control during construction of this Project shall conform to Standard Specifications Item No. 220S, "Sprinkling for Dust Control". No direct payment will be made for dust control. Dust Control shall be considered subsidiary work relating to various Bid items of the Contract.

3.10 Temporary Drainage Provisions

CONTRACTOR shall be responsible for providing for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the Work. CONTRACTOR shall obtain Engineer and Landscape Architect approval for temporary drainage facilities which will handle, carry through, or divert around his Work all drainage flow, including storm flow and flows created by construction activity, to prevent silting of waterways or flooding damage to the property and adjacent property.

3.11 Erosion Control

CONTRACTOR shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations which will disturb the natural protection.

CONTRACTOR shall use controls found in "Environmental Criteria Manual" or developed from successful techniques elsewhere as approved by Engineer and Landscape Architect. Siltation and/or sedimentation controls shall include dams, berms, and dikes as recommended in the "Environmental Criteria Manual".

Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.

At project completion and ground stabilization remove erosion and sedimentation control and restore and stabilize areas disturbed during removal.

3.12 Pollution Control

CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and the substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures shall be taken by CONTRACTOR to prevent such materials from entering any drain or watercourse.

CONTRACTOR shall observe the rules and regulations of the State of Texas and agencies of the U.S. Government prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

CONTRACTOR is specifically cautioned that disposal of materials into any water of the State must conform to the requirements of the Texas Commission on Environmental Quality (TCEQ), and any applicable permit from the U.S. Army Corps of Engineers.

3.13 Noise Control

CONTRACTOR shall comply with the City of Austin's Noise Ordinance. CONTRACTOR shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound level in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

3.14 Fences

All existing fences affected by the Work shall be maintained by the CONTRACTOR until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence,

and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across any construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

Upon completion of the Work across any tract of land, CONTRACTOR shall restore all fences to preconstruction, or to a better, condition and to their preconstruction location.

3.15 Mail Boxes

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

3.16 Emergency Facilities

Free access shall be maintained at all times to fire lanes and emergency and utility control facilities such as fire hydrants, fire alarm boxes, police call boxes, and utility valves, manholes, junction boxes, etc. In the event that it is necessary to make one of these facilities temporarily inaccessible, CONTRACTOR shall obtain approval of such action, and schedule, of Work from the OWNER. CONTRACTOR shall also provide at least 24 hours prior notice to the Fire Department, Police Department, and City Department governing the affected utility. The same Department(s) shall be promptly notified by the CONTRACTOR when such facilities are placed back in unobstructed service.

3.17 Notification of Owners

Unless otherwise indicated, the OWNER will notify property owners abutting the right-of-way of impending construction. The CONTRACTOR shall exercise diplomacy and tact with individual property owners.

3.18 Maintenance of Traffic

CONTRACTOR shall conduct his Work to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks whether public or private, the CONTRACTOR shall provide and maintain suitable safe bridges, detours or other temporary measures to accommodate public and private travel, and shall provide reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when CONTRACTOR has obtained written permission from the owner and the tenant of the private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point. A copy of the initial written permission shall be provided to the Owner's Representative.

Safety and conveyance of traffic shall be regarded as prime importance. Unless otherwise directed, all portions of streets associated with this Project shall be kept open and provided a dust free, smooth and comfortable ride to traffic. It shall be the responsibility of the CONTRACTOR to ensure that two-way traffic may safely bypass the construction site and that access is provided to abutting private property. In making open cut street crossings, the CONTRACTOR shall not block more than one-half of the street at one time without approval of the OWNER. Whenever possible, CONTRACTOR shall widen the shoulder on the opposite side to facilitate traffic control. Temporary surfacing shall be provided as necessary on shoulders.

Prior to beginning Work, CONTRACTOR shall designate, in writing, a competent person who will be responsible and available on the Project site, or in the immediate area, to ensure compliance with the traffic control plan. CONTRACTOR shall provide documentation to demonstrate the sufficient training in Traffic Control for his competent person. Owner will

designate a qualified person to observe implementation and who will have authority to assure compliance with the traffic control plan.

The CONTRACTOR shall perform the necessary cleanup and finishing immediately after all or a portion of the Work is completed. When the Work includes paving operations, the entire site shall be kept clean to facilitate placement of required traffic control devices. Temporary and permanent striping lay-out shall be approved by the Transportation Department prior to placement, when included in the Work.

(1) Detours

Where indicated on the traffic control plan CONTRACTOR shall erect and maintain detours around construction activities. Should CONTRACTOR desire to propose a detour, not already included in the traffic control plan, it shall be his responsibility to prepare a revised traffic control plan showing the detour, and obtain approval of the revised traffic control plan from the Transportation Department, prior to implementation of the detour. The Transportation Department has final authority as to the acceptability of any proposed revisions to the traffic control plan. The CONTRACTOR shall bear all costs for revising the traffic control plan and for maintaining the proposed detour.

(2) Barricades and lights

CONTRACTOR shall place and maintain in good condition, standard barricades at each end of the Project and at other locations where traffic is rerouted or blocked from using regular traffic lanes. Barricades and warning signs shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) and City of Austin Standard Specification Item No. 803S, "Barricades, Signs and Traffic Handling". Signs, barricades, and warning devices informing the public of construction features will be placed and maintained by the CONTRACTOR, who shall be solely responsible for their maintenance. The decision to use a particular device at a particular location as indicated in the traffic control plan or as determined by the CONTRACTOR, shall be the sole responsibility of the CONTRACTOR.

All open trenches and other excavations shall have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions, such as material piles and equipment shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and conduct of the Work on, or along side, public streets and highways shall cause a minimum obstruction and inconvenience of the traveling public.

END

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

1. Division 01 Section "Project Meetings"
2. Division 01 Section "Temporary Facilities"
3. Division 00 Section "Hazardous Waste Management"
4. Division 01 Section "Contract Closeout"
5. Division 02 Section "Demolition" & "Clearing and Grubbing".
6. Division 01 Section "Sustainable Construction Requirements".

1.2 SUMMARY

- A. The Owner has established that the Project shall minimize the creation of construction and demolition waste on the Project site and shall recycle and/or salvage non-hazardous construction, demolition, and land clearing debris to divert waste from Landfills.
1. Contractor shall minimize factors that contribute to waste such as over packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination.
 2. Contractor shall reuse, salvage, or recycle as many of the non-hazardous waste materials as economically feasible.
 3. As an incentive to encourage resourcefulness, all profits resulting from salvaging and recycling shall go to the Contractor.
 4. In cases where there is little to no cost difference between recycling/salvaging and land-filling of items not required to be recycled or salvaged, the Contractor is directed to recycle/salvage.
 5. Contractor shall minimize waste disposal in landfills.
- B. Hazardous materials are an exception to this Section. Comply with applicable requirements of Local, State and Federal regulations.
- C. This Section includes administrative and procedural requirements for the following:
1. Salvaging non-hazardous demolition and construction waste
 2. Recycling non-hazardous demolition and construction waste
 3. Disposing of non-hazardous demolition and construction waste.

1.3 REFERENCES

- A. The standards listed below form a part of this Section to extent referenced. Standards are referred to in the text by basic reference only.
1. LEED-NCv2.2 Reference Guide MR credit 2 (Reference only, Certification is not required)
 2. Sustainable Building Sourcebook – Austin Energy Green Building:
www.austinenergy.com/Energy%20Efficiency/Programs/Green%20Building/Sourcebook/constructionWasteManagement.htm
 3. Resource Exchange Network for Eliminating Waste (RENEW), TCEQ (MC-112), Biannual catalog lists materials available and wanted; serves Texas and surrounding states; lists are posted on the Internet.www.renewtx.org
 4. Recycle Texas Online, A service of the Texas Commission on Environmental Quality. Contains information on about 1000 businesses and local governments handling materials from Texas. Organizations' information is self-reported and listings are free of charge.

5. The "Construction Materials Management Guidelines", a publication of AIA/Austin for the Governor's Energy Office provides construction waste recycling economics worksheets, recycling market information and other related information that may be useful in estimating the construction waste quantities and recycling costs for this project. Available from AIA/Austin (512) 452-4332.
6. "WasteSpec", Triangle J Council of Governments, Research Triangle Park, NC 27709, (919) 549-9390.

1.4 DEFINITIONS

- A. **Chemical Waste:** Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.
- B. **Clean:** Untreated and unpainted, not contaminated with oils, solvents, caulk, or the like.
- C. **Co-mingled:** Keeping mixed recyclable materials in one container on site. The container is then taken to a material recovery facility where materials are separated for recycling.
- D. **Deconstruction:** Process of carefully dismantling a building in order to salvage components for reuse and recycling. Also known as "construction in reverse".
- E. **Disposal:** Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- F. **Demolition:** Process of removing structures as quickly as possible by using heavy machinery and generating large amounts of waste.
- G. **Disposal:** Acceptance of solid wastes at legally permitted and operating facility for the purposes of land-filling.
- H. **Diversion:** Avoidance of demolition and construction waste sent to landfill or incineration. Diversion does not include using materials for landfill, alternate daily cover on landfills, or materials used as fuel in waste-to-energy processes.
- I. **Hazardous Waste:** Byproducts of society that can pose a substantial or potential hazard to human health or the environment when improperly managed, and possessing at least 1 of 4 following characteristics, or appearing on a special Environmental Protection Agency (EPA) list.
 1. Ignitability.
 2. Corrosivity.
 3. Reactivity.
 4. Toxicity.
- J. **Non-Hazardous Waste:** Solid wastes, such as building materials, packaging, rubbish, debris, and rubble resulting from construction, remodeling, repair, and demolition operations, possessing none of the 4 characteristics of hazardous substances, i.e., ignitability, corrosivity, reactivity, or toxicity.
- K. **Landfill:** Authorized Land waste disposal site that is located to minimize waste pollution from runoff and leaching. Waste is spread in thin layers, compacted and covered with a fresh layer of soil each day to minimize pest, aesthetic, disease and air and water pollution problems.
- L. **Municipal Solid Waste Landfill:** A permitted facility that accepts solid, non-hazardous waste such as household, commercial, and industrial waste, including construction and demolition waste.

- M. Non-hazardous: Exhibiting none of the characteristics of hazardous substance, i.e. ignitability, corrosiveness, toxicity or reactivity.
- N. Non- toxic: Neither immediately poisonous nor poisonous after a long period of exposure.
- O. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- P. Recycle: To remove a waste material from the (Project site to another site) for remanufacture into a new product for reuse by others.
- Q. Recycling: The process of sorting, cleansing, treating, and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- R. Return: To give back reusable items or unused products to vendors for credit.
- S. Reuse: A strategy to return materials to active use in the same or a related capacity.
- T. Salvage: To remove a waste material from the Project site to another site for resale or reuse by others.
- U. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become a waste.
- V. Toxic: Poisonous to living beings either immediately or after a long period of exposure.
- W. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- X. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

All materials removed from the Project site to be land-filled, recycled, or salvaged for reuse. Pallets, containers, packaging and packing materials in which construction products are delivered to the Project site are considered waste materials. New, leftover materials that are returned to the material suppliers are not considered waste.
- Y. Waste Management Plan: A Project-related plan for the collection, transportation, and disposal of the waste generated at the construction site. The purpose of the plan is to ultimately reduce the amount of material being land-filled.

1.5 WASTE MANAGEMENT GOALS

- A. The Owner has established that at least 75% of the "waste" materials produced as a result of the Work, shall be employed, salvaged, reused, or recycled in order to minimize the impact of construction and demolition waste on landfills, and to minimize the expenditure of energy and cost in fabricating new materials. Of the waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills or incinerators shall be minimized, thereby reducing disposal costs. As a minimum, 75% of material that would otherwise go to the landfill shall be diverted.
- B. Contractor shall employ and encourage practices that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Revenues, savings, rebates, tax credits and other incentives received for recycling waste materials shall accrue to the Contractor.
- D. Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local, pertaining to legal disposal of all construction waste materials.
- E. Recycle material including diverting materials for secondary uses whenever economically feasible.
- F. Dispose of materials with no practical use or economic benefit at landfill.

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

- H. The Contractor shall develop a Construction Demolition Waste Management Plan that results in end-of-Project rates for recycle and/or salvage at least 75% of non-hazardous construction and demolition debris. Develop and implement the plan that, at a minimum, identifies the materials to be diverted from disposal and whether the materials will be sorted on-site or co-mingled. Calculations can be done by weight or volume, but must be consistent throughout.

1.6 SUBMITTALS

- A. Draft Waste Management Plan: Within 14 calendar days after date of the Notice to Proceed, or prior to any waste removal, whichever occurs first, submit a draft Waste Management Plan outlining how demolished items and waste material will be removed from the Project Site. An example template is included as "Appendix A" to this section.
 - 1. The Waste Management Plan shall include the following:
 - a. Identify each type of demolished and waste material produced as a result of the Work on the Project Site.
 - b. Identify each type of demolished and waste material intended to be recycled or reused.
 - c. Identify estimated quantities for each type of demolished and waste material that can be recycled or reused.
 - d. Identify material separation requirements.
 - e. Identify location of temporary on-Site storage for recycled and reused materials.
 - f. Identify final destination for each recycled and reused material.
 - g. Identify means of transportation for each recycled and reused material to their final destination.
 - h. Identify the name/phone number of the Coordinator of the Waste Management Plan. The Coordinator is Contractor-designated on-site party responsible for workers and overseeing and documenting results of Waste Management Plan.
 - i. Indicate permit or license and the location of the municipal solid waste landfills and other disposal area(s) to be used.
 - j. List of materials that cannot be recycled or reused.

- B. Final Construction Waste Management Plan: Once the Owner has determined which of the recycling options addressed in the draft Construction Waste Management Plan are acceptable, revise and resubmit, within 14 calendar days, a final Construction Waste Management Plan. Approval of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations.

- C. Waste Management Reports: Prepare and maintain through Project duration a record of waste management. An Example template of a waste management record form is attached as "Appendix B" of this Section. With each application for progress payment, Contractor shall submit a summary of solid waste generated by the construction and demolition operations. Submit an electronic version of the updated form (showing new and cumulative information), indicating solid waste generated by the construction and means of disposal or diversion. Failure to submit updated reports with each Application for Progress Payment may delay payment. Include as a minimum the following information on the form:
 - 1. Municipal solid waste landfills.
 - 2. Recycling centers.
 - 3. Non-Profit organizations.

4. Landfill or Incinerator Disposal: Updates to the form and other updates required as part of the Waste Management Report shall include:
 - a. Land-fill Materials Description. Include date removed from jobsite.
 - b. Land-fill Hauler and Location of disposal or incineration.
 - c. Quantity of Land-filled (or incinerated) Waste
 - d. Submit electronic copy of manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. The amount (in tons or cubic yards) of material land-filled from the Project, the identity of the landfill, the total amount of tipping fees paid at the landfill, and the total disposal cost.
 - f. For each material recycled, reused, or salvaged from the Project, include the amount (in tons or cubic yards, pounds, feet, square yards, gallons, etc.), the date removed from the Project site, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of salvaging or recycling each material.
 5. Recycled and Salvaged Materials: Updates to the form shall include the following information:
 - a. Diverted / Recycled Materials Description, including those retrieved by installer for use on other projects, those taken by the Contractor's staff or subcontractors for use on their projects, and those donated to charitable organizations. Include date item was removed from jobsite.
 - b. Diversion / Recycling Hauler and Location, indicating name of person or company removing the material for future use and the location to which the item was removed.
 - c. Quantity of Diverted / Recycled Waste
 - d. Submit electronic copy of manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. The City of Austin Project manager may request further information regarding how the diverted material was used or is intended to be used.
- D. CWM Closeout Documentation: Submit the following upon the completion of The Work and prior to final payment:
- a. The completed Project Waste Management Record Form with Contract closeout documents, "signed" by the Contractor's representative and including calculations on end-of-project recycling rates, salvage rates, and landfill rates demonstrating that 100% of all non-hazardous construction wastes were recycled, salvaged or disposed of properly.
 - b. Copy of all receipts, manifests, weight tickets, and other documentation of materials recycled, salvaged, land-filled or incinerated, that have not already been documented.
 - c. Electronic copy of a final summary.

2 PART 2 - PRODUCTS

Not used

3 PART 3 – EXECUTION

3.1 GENERAL

- A. Implement the waste management plan as approved by the City of Austin Project Manager. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Satisfy the requirements outlined in Subsection 1.5, Waste Management Goals.

3.2 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Plan Coordinator: Designate an on-site party (or parties) responsible for instructing workers, overseeing implementation and documenting results of the Waste Management Plan for the Project.
- B. Plan Distribution: Provide copies of the Waste Management Plan to the Contractor's superintendent, each Subcontractor, the Owner, and the Engineer.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project. Contractor is responsible or requiring participation of subcontractors.
- D. Meetings: Conduct construction waste management meetings. Include subcontractors affected by the Waste Management Plan. At a minimum, discuss and develop a mutual understanding for achieving all of the owners waste management goals at the following meetings:
 - 1. Pre-bid conference.
 - 2. Pre-construction conference.
 - 3. Progress meetings.
- E. Careful Ordering.
- F. Materials Handling Procedures: Protect materials to be recycled from contamination. Handle, store and transport in a manner that meets the requirements set by the designated facilities for acceptance. All materials shall be covered during transportation to prevent contamination and littering.
- G. Separation Facilities: The Contractor shall lay out and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, and return. Recycling and waste bin areas shall be kept neat and clean and clearly marked in order to avoid contamination of materials.
- H. Handling:
 - 1. Clean materials which are contaminated prior to placing in collection containers. Deliver materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to recycling process.
 - 2. Arrange for collection by, or delivery to, the appropriate recycling or reuse facility.
- I. Hazardous Wastes: shall be separated, stored, and disposed of according to local prevailing regulations, and in accordance with the appropriate section of this specification.

3.3 RECYCLING REQUIREMENTS

- A. Materials: Refer to individual specification sections for detailed Waste Management requirements. In general, the following types of construction waste materials generated during the course of this project that are not salvaged shall be recycled:
 - 1. Asphalt concrete pavement.
 - 2. Concrete.
 - 3. Concrete block.
 - 4. Metals, including the following.
 - a. Banding straps.
 - b. Reinforcing steel.
 - c. Iron.
 - d. Brass and bronze.
 - e. Lead.
 - f. Extruded aluminum.
 - g. Aluminum sheet.
 - h. Stainless steel sheet.
 - i. Steel studs.
 - j. Copper pipe.
 - k. Steel pipe.
 - l. Galvanized steel pipe.

- m. Metal ductwork.
- 5. Clean dimensional lumber.
- 6. Broken wood crates and pallets.
- 7. Glass and glass containers.
- 8. Plastics.
- 9. Plaster.
- 10. Gypsum board.
- 11. Acoustic ceiling tile.
- 12. Carpet and pad.
- 13. Paint and paint containers.
- 14. Metal toilet partitions.
- 15. Food service equipment.
- 16. HVAC heating and cooling coils.
- 17. HVAC equipment.
- 18. Plumbing fixtures.
- 19. Electrical conduit.
- 20. Electrical wiring.
- 21. Light fixtures.
- 22. Cardboard, paper, and packaging.
- 23. Beverage containers.

- B. Methods: The following recycling methods may be used.
 - 1. On-site separation: Each material to be recycled shall be separated at the Project site and delivered to the recycling markets or directly from the Project site.
 - a. If on-site separation method is used, designate a specific area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return.
 - b. Maintain recycling and waste bin areas neat and clean and clearly marked, both in Spanish and in English, in order to avoid commingling of materials.
 - c. Protect bins during non-working hours from off site contamination.
 - 2. Off-site separation: Materials to be recycled are delivered unsorted from the Project site to a materials recovery facility or transfer station where recyclable materials are separated from other waste.
 - a. If this method is selected, Contractor shall verify that the entity responsible for the off-site separation has a market for all of the materials that are required to be recycled that it receives from the Project site.
 - b. The same Submittals procedures shall apply.
 - c. Protect bins during non-working hours from off site contamination.
 - 3. A combination of each of the above methods.
- C. Area Recyclers: A reference for waste recycling markets and resources for the Austin, Texas area is included at the end of this Section.

3.4 REUSE

- A. Contractor is encouraged to reuse as many demolished and waste materials as possible.
- B. Reuse of demolished and waste materials includes the following:
 - a. Salvaging existing materials scheduled for demolished for resale.
 - b. Off-Site storage of demolished materials for future reuse by Contractor on other projects.
 - c. Returning reusable materials, such as packaging and pallets, to vendor.
 - d. Returning unused new materials to vendor.
 - e. Assemble designated reuse items in a single location safe from damage, for review and approval by the owner's representative.
- C. Submit a list of reused materials as part of the Waste Management Record

- D. Contractor shall investigate the possibility of off-Site reuse of demolished and removed materials in the Austin, Texas metropolitan area.

3.5 SALVAGE

- A. Salvage materials as identified on the Architectural and Engineering Demolition Plans.
- B. Salvage Guidelines:
 - 1. The contractor shall salvage as many items as deemed economically possible, considering that each item salvaged saves on land filling fees and may be of use to others.
 - 2. Assemble potentially salvageable items in one area for review by the City of Austin Project Manager. No items may be donated or sold to the public without prior approval by the City of Austin Project Manager.
 - 3. The Contractor, with assistance requested from the City of Austin Waste Reduction Assistance contact and Engineer, shall consider several possible markets for salvaged items. Examples of potential markets are:
 - a. Habitat for Humanity Restore.
 - b. Project site display for public purchase/donation
 - c. Demolition Contractor's sales yard/area
 - 4. Salvage items shall be stored in a manner that prevents damage.
 - 5. All proceeds from the sale of salvaged items shall go to the contractor.
 - 6. The contractor shall submit a list of items salvaged as part of the Waste Management Records.

3.6 SCHEDULE OF MATERIAL DISPOSAL & RECYCLING SERVICES

- A. The following list is provided for informational purposes only. Additional opportunities may be available. All information contained in this list is from the Austin Energy Green Building Program. Shortcut to: <http://www.austinenergy.com/Energy%20Efficiency/Programs/Green%20Building/Sourcebook/constructionWasteManagement.htm>
Contractor shall re-verify any crucial information prior to making arrangements that involve any of the firms listed.

Appendix A. Sample Construction Waste Management Plan

This is a Required Pre-Construction Submittal Construction Waste Management Plan

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

*Diversion Goal: Salvage and recycle at least 75% (by weight or volume)
of land-clearing and construction waste*

Complete all sections below that are required by or pertinent to this project as outlined in the Construction Documents.

I. Coordination and Training

- a. Name of Contractor's representative responsible for CWM implementation & coordination:
- b. How will Contractor's staff and subcontractors be instructed and updated regarding demolition and construction phase **salvaging** activities?
- c. How will Contractor's staff and subcontractors be instructed and updated regarding proper **recycling and separation** procedures, and how will contamination of separated waste materials will be prevented?
- d. describe and/or show on an attached site map where the temporary waste material storage area(s) will be located.
- e. Recycling and trash containers and areas shall be clearly marked in English and Spanish in order to avoid contamination. Architect's review and approval of the storage area(s) and signage will be required as part of the approval of this Construction Waste Management Plan.

II. Waste Minimization

- a. What waste minimization techniques will be employed during the construction phase? (See "Waste Minimization" subsection in specifications Section 01505, Construction Waste Management) _____

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

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

- a. Diverted Materials: For each of the materials anticipated to be reused or recycled (and thereby diverted from the landfill) to meet the minimum 75% diversion goal, provide information to complete the table below. (Note: Whenever possible, please make efforts to use or donate useable construction waste materials rather than recycling.)

Material or Item	Quantity estimate (no., lin. ft., sq.ft., etc.)	Proposed recipient

Add rows (or paper pages) as required*Storage method: roll off, bin, area, on pallets, etc.

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

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

End of CWM Plan

The following technical specification sections were provided by:
Wiss, Janney, Elstner Associates, Inc.

Division 1 - General Requirements

01010 09/17/08 Summary of Work [WJE]

Division 2 - Existing Conditions

02300 Earthwork [WJE]
02620 Subdrainage [WJE]

Division 3 - Concrete

03300 Cast-in-Place Concrete [WJE]

Division 4 - Masonry

04935 Masonry Surface Preparation [WJE]

Division 5 - Metal

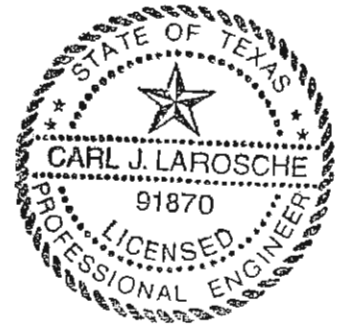
04935 Masonry Surface Preparation [WJE]

Division 7 - Thermal and Moisture Protection

07131 Self-Adhering Sheet Waterproofing [WJE]
07620 Sheet Metal Flashing and Trim [WJE]
07920 Joint Sealants [WJE]

Division 9 - Finishes

09225 Cementitious Parge Coat [WJE]



The Following Technical Specification Sections were provided by:
Heritage Landscapes LLC

Division 2 - Existing Conditions

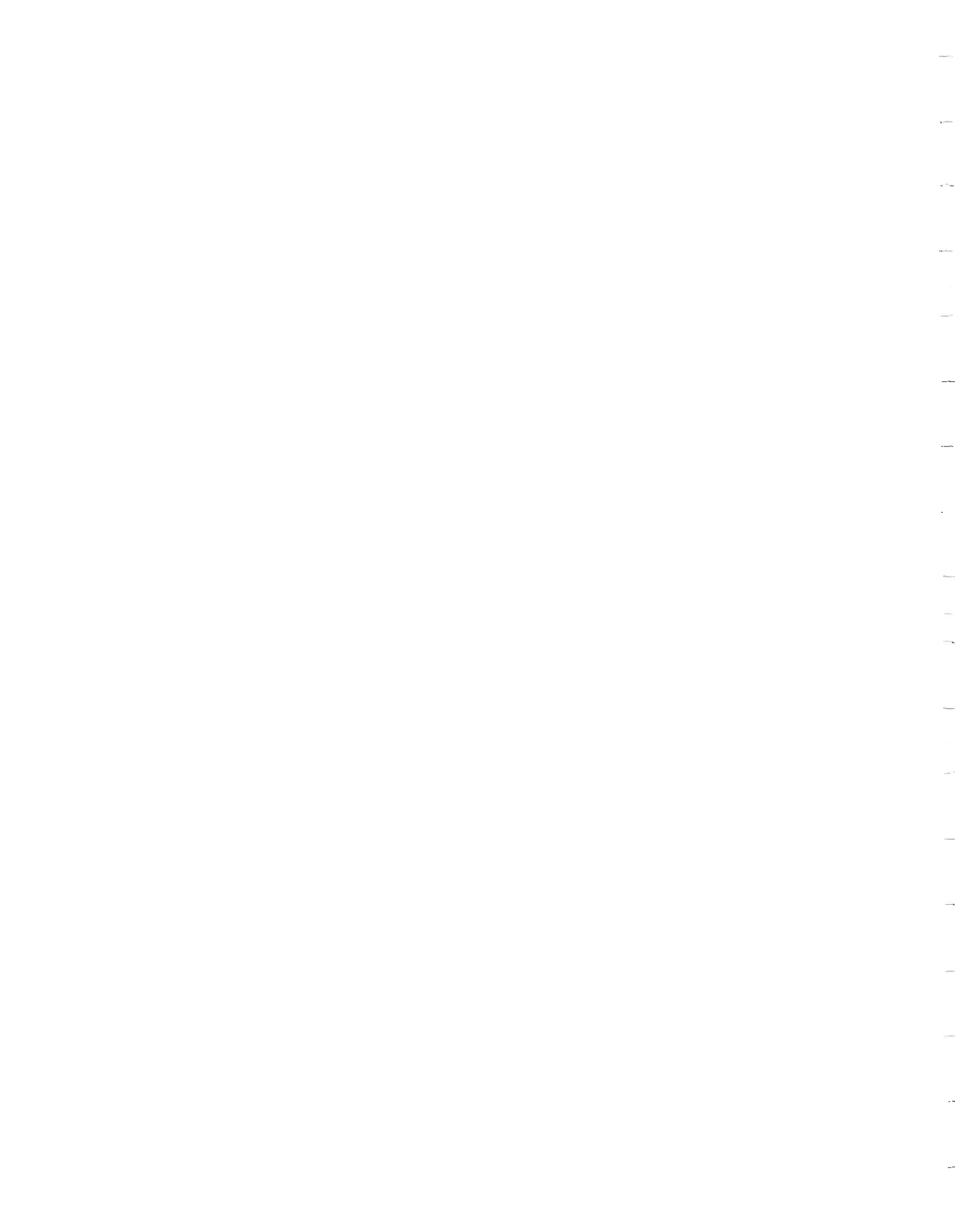
02200	Site Clearing
02310	Soils
02824	Wire Fences and Gates
02781	Stabilized Paving
02920	Turf and Native Grasses
02930	Planting

Division 4 - Masonry

04400	Stone Masonry
-------	---------------



Patricia M. O'Donnell
Heritage Landscapes LLC
Principal, ASLA



PART 1 - GENERAL

1.1 Related Documents:

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 General

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

CONTRACTOR shall maintain traffic by placing steel plates with Asphaltic concrete berms, temporary fill or bridging and temporary surfacing with cold-mix Asphaltic concrete paving.

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

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

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

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

3.2 Traffic Control

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

3.2.2 Barricades placed in the roadway for the purpose of warning or directing traffic shall have Type "A" or Type "C" lights attached for use during hours of darkness.

3.2.3 Throughout the life of the Contract, all existing roads and Traffic Control devices included in the Work shall be maintained by the CONTRACTOR to a condition, in the opinion of the OWNER, which is equal to or better than that which existed when Work commenced. Maintenance of existing roads and devices shall take priority over all other Work items and shall be subject to a seven-day-a-week, 24-hours-per-day

time frame. The CONTRACTOR shall provide a smooth and safe riding surface for all vehicles along the route of this Project. This could include, but not be limited to, small cars, motorcycles, mopeds and bicycles. If the condition of the street surface deteriorates, for any reason, CONTRACTOR shall take necessary steps to insure immediate restoration.

- 3.2.4 During construction of streets, drainage, and utility projects, if conditions of existing street surface require maintenance to upgrade from their state when the Work began, a separate pay item may be included in Bid. Otherwise, maintenance work will not be paid for directly but will be considered subsidiary to various Bid items of this Contract.
- 3.2.5 In the event that CONTRACTOR fails, in opinion of OWNER, to maintain a smooth surface for public comfort, fails to provide ingress and egress to private property, and/or does not provide and maintain proper traffic control devices, OWNER may provide these services and deduct any cost thereof, including overtime and administrative expenses, from all estimates thereafter due the CONTRACTOR. Such action by the OWNER shall not relieve the CONTRACTOR of his liability to protect the public at construction site.
- 3.2.6 A permit must be obtained from Texas Department of Transportation (TxDOT), prior to Work being performed on state highway routes passing through the City.
- 3.2.7 CONTRACTOR shall notify the Police Department, Fire Department, EMS, and Watershed Protection and Development Department (ROW Management Division), at least four Working Days in advance of beginning proposed Work with intention to close or partially any block street or any part thereof, or of any construction affecting free flow of traffic. The CONTRACTOR shall plan and adequately provide barricades and warning devices. The same parties shall be notified when normal traffic flow is restored.
- 3.2.8 Should the CONTRACTOR, in his operations, reduce an existing two-way roadway to less than 20 feet in width, CONTRACTOR shall provide flagging operations and route traffic through the construction area one lane at a time.
- 3.2.9 The CONTRACTOR's Flaggers shall be required any time it is necessary for the CONTRACTOR's equipment to move into or across an open traffic lane, or at other such times as directed by the Owner's Representative. A flagger shall be utilized to aid exit of hauling equipment from open traffic lanes to the Work area, and entry of hauling equipment from Work area to open traffic lanes. Flaggers shall be dressed and conduct operations in accordance with Texas Manual on Uniform Traffic Control Devices and the Transportation Criteria Manual. Flagging operations shall be the sole responsibility of the CONTRACTOR.
- 3.2.10 The CONTRACTOR and Subcontractors shall confine their activities to the immediate area of the construction site and provide the following:
 - a. Appropriate temporary fences, barricades, and/or Metal Beam Guard Fence if required, for site work involving excavation, utility extensions, remote construction work or other circumstances involving safety of public or protection of the work in progress.
 - b. Warning lights at open trenches, excavations, etc., during hours from dusk to dawn each day. Protection of structures, utilities, sidewalks, pavements, and other facilities immediately adjacent to excavations, from damages caused by settlement, lateral movement, undermining, washout and other hazards.

3.3 Spoil Disposal

CONTRACTOR may make other arrangements for spoil disposal subject to Engineer and Landscape Architect evaluation of the CONTRACTOR-supplied proof that the Owner(s) of the proposed site(s) has a valid fill permit issued by the appropriate governmental agency.

Finally, the CONTRACTOR shall submit a haul route plan including a map of the proposed route(s) for the Engineer and Landscape Architect approval.

3.4 Restoration

WATER AND WASTEWATER CONSTRUCTION REQUIREMENTS

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

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

3.5 Street Markers and Traffic Control Signs

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

3.6 Burning Permit

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

The CONTRACTOR shall secure and pay for all burning permits.

3.7 Driveways

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

3.8 Removal or Relocation of Fences and Sprinkler Systems

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

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

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

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

End

01900

ARTICLE 1 - GENERAL

1.1 RELATED DOCUMENTS

The following documents are a part of this section:

All documents in Bidding Requirements, Contract Forms and Conditions of the Contract.

Other sections of Division 1 - General Requirements apply to this section.

1.2 DESCRIPTION AND INTENT OF THE WORK

No asbestos containing material (ACM) shall be brought onto the Project site, and/or incorporated into the Project construction without the written consent of the OWNER. Any asbestos containing material found at any time including after contract completion, to have been brought onto the site or incorporated into the Project construction by the CONTRACTOR, or any Subcontractors, Sub-Subcontractors or Suppliers, shall be removed and disposed of in accordance with the then current governmental regulatory standards.

All costs associated with the inspection, sampling, testing, removal and disposal of ACM as described above shall be paid by the CONTRACTOR.

1.3 DEFINITIONS

ASBESTOS: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite) cummingtonite-grunerite (amosite), anthophyllite, actinolite and tremolite.

ASBESTOS CONTAINING MATERIAL (ACM): Any material containing more than one percent (1%) by weight of asbestos of any type or mixture of types.

ASBESTOS CONTAINING BUILDING MATERIAL (ACBM): Any material used in the construction of, or incorporated into the construction of, any building that contains more than one percent (1%) by weight of asbestos of any type or mixture of types.

1.4 QUALITY ASSURANCE

PROHIBITION OF ASBESTOS CONTAINING MATERIALS

The E/A has been instructed to not permit any asbestos containing materials to be specified, requested or approved for use in conjunction with this Project.

The E/A has signed the following:

- A. Statement of Non-Inclusion of Asbestos Containing Material (Engineer/Architect, Prior to Design): stating that E/A shall not specify, request or approve any ACM in this Project without prior written approval of OWNER.
- B. Statement of Non-Inclusion of Asbestos Containing Material (Engineer/Architect, After Design): stating that E/A has not specified, requested or approved any ACM in this Project without the prior written approval of the OWNER, and that any ACM allowed in this Project is identified in the Statements.

Copies of both of these Statements are attached at the end of this section.

ASBESTOS CONTAINING MATERIALS PROHIBITED FROM SITE

No asbestos containing materials will be permitted as part of the Project construction. The following list is intended to be used as a general guide to show which types of materials are suspected to contain asbestos:

- Cement Pipes
- Cement Wallboard
- Cement Siding
- Asphalt Floor Tile
- Vinyl Floor Tile
- Vinyl Sheet Flooring
- Flooring Backing
- Construction Mastics (floor tile, carpet, ceiling tile, etc.)
- Acoustical Plaster
- Decorative Plaster
- Textured Paintings/Coatings
- Ceiling Tiles and Lay-in Panels
- Spray-Applied Insulation
- Blown-in Insulation
- Fireproofing Materials
- Taping Compounds (thermal)
- Packing Materials (for wall/floor penetrations)
- High Temperature Gaskets
- Laboratory Gloves
- Fire Blankets
- Fire Curtains
- Elevator Equipment Panels
- Elevator Brake Shoes
- HVAC Duct Insulation
- Boiler Insulation
- Breeching Insulation
- Ductwork Flexible Fabric Connections
- Cooling Towers
- Pipe Insulation (corrugated air-cell, block, etc.)
- Heating and Electrical Ducts
- Electrical Panel Partitions
- Electric Cloth
- Electric Wiring Insulation
- Chalkboards
- Roofing Shingles
- Roofing Felt
- Roof Coatings
- Base Flashing
- Thermal Paper Products
- Fire Doors
- Caulking/Putties
- Adhesives
- Wallboard
- Joint Compounds
- Spackling Compounds

If any of these suspect materials are specified for use on the Project, and if they do not have specific labelling identifying them as asbestos free, then the CONTRACTOR shall notify the OWNER immediately. Laboratory analysis of the material by an OWNER-approved laboratory shall be performed at CONTRACTOR's expense in order to warrant that the material does not contain asbestos. A copy of the package labelling or results of laboratory testing must be provided to the OWNER prior to inclusion of the specified material during construction.

1.5 SUBMITTALS

NON-USE OF ASBESTOS AFFIDAVITS

At the time that the CONTRACTOR signs the Agreement, they shall sign a Non-Use of Asbestos Affidavit (Contractor, Prior to Construction, Section 00680). This affidavit certifies that the CONTRACTOR agrees that they will not allow any asbestos containing materials to be incorporated into the construction of the Project or allow any asbestos containing building materials on the site for which the OWNER has not given prior written approval.

At the time of Substantial Completion, the CONTRACTOR will provide to the OWNER a Non-Use of Asbestos Affidavit (Contractor After Construction, Section 00681). This Affidavit certifies that the CONTRACTOR did not allow asbestos containing materials to be incorporated into the construction or allowed any asbestos containing building materials on the site for which the OWNER of the Project did not give prior written approval.

ASBESTOS CONTAINING MATERIALS: When any asbestos containing materials are used on the Project, provide the following information:

A detailed description of the material containing the asbestos.

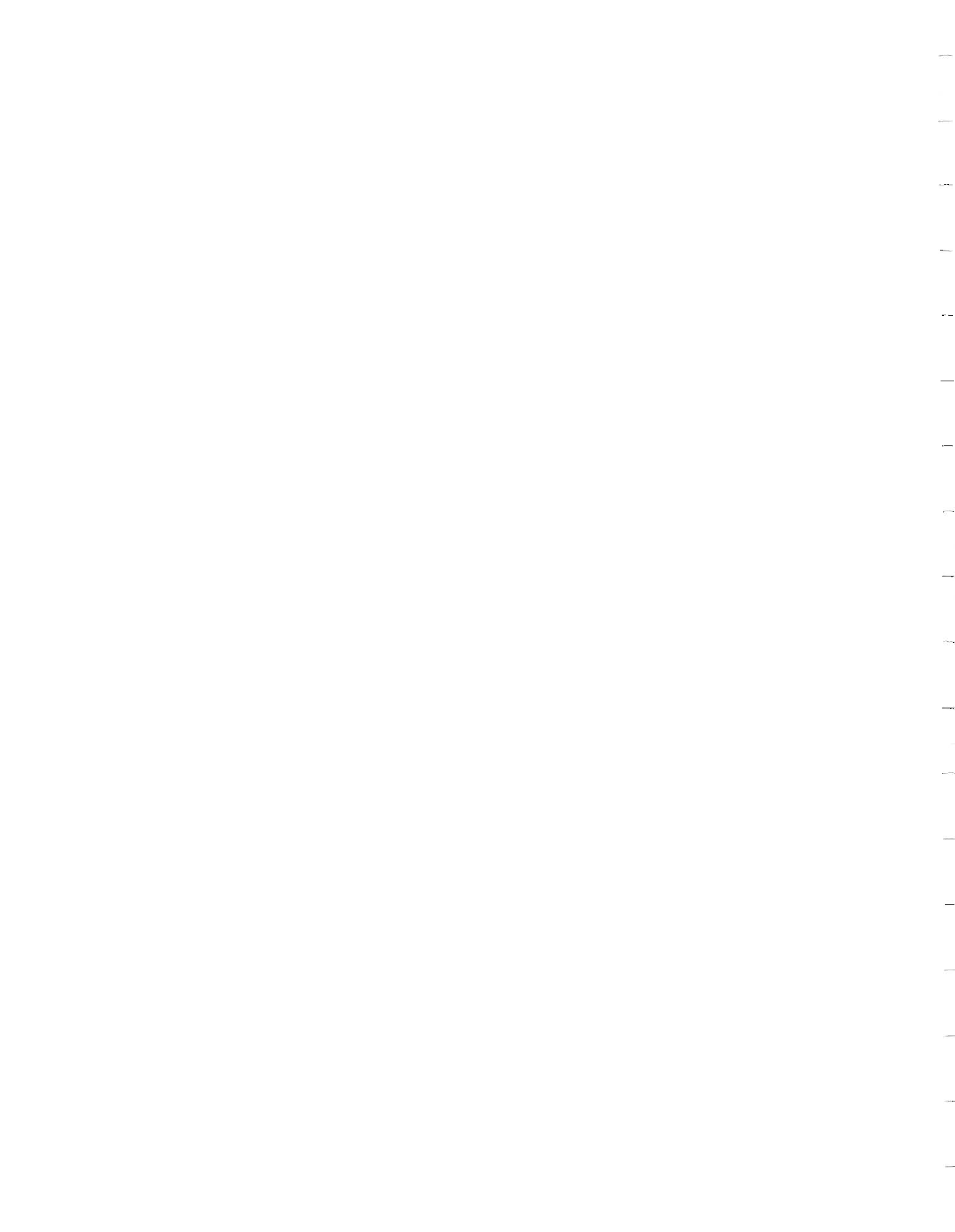
The type and percent of asbestos contained in the material.

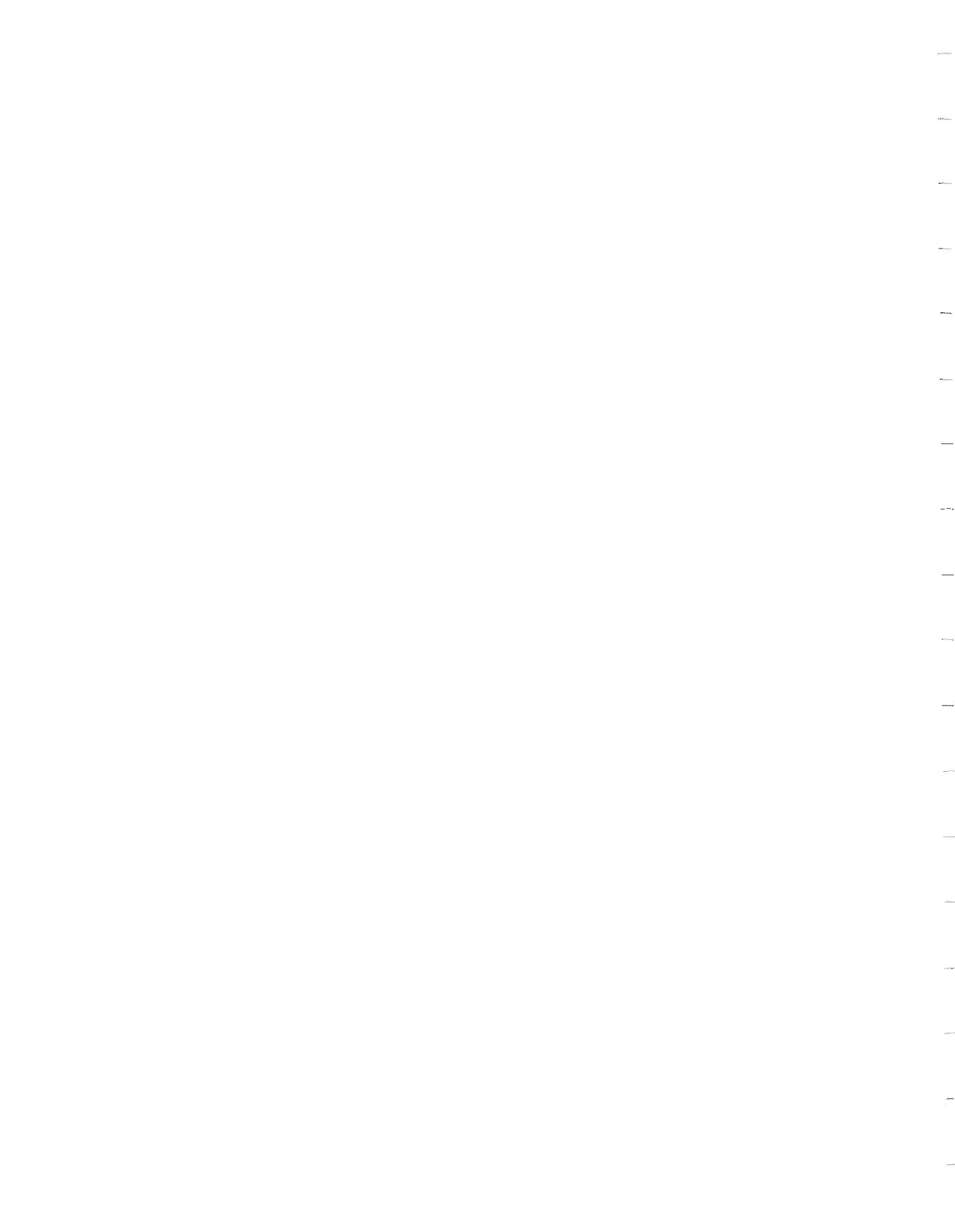
The quantity of the materials used, including the square footage, or in the case of pipe insulation, the size and linear footage.

A drawing showing the exact location of any asbestos containing materials.

Final payment and/or retainage reduction may be withheld until the above described Affidavits and/or information are received and approved.

End





Item No. 509S
Excavation Safety Systems

509S.1 Description

This item shall govern the designing, furnishing, installing, maintaining and removing or abandoning of temporary Excavation Safety Systems consisting of trench shields, aluminum hydraulic shoring, timber shoring, trench jacks, tieback or braced sheeting, tieback slurry walls, soil nailing, rock bolting, tieback or braced soldier piles and lagging, and other systems for protecting workers in excavations. This item shall also govern the designing and constructing of sloping and benching systems for protecting workers in excavations.

At a minimum, the Excavation Safety Systems shall conform to United States Department of Labor Rules 29 CFR, Occupational Safety and Health Administration, Part 1926 Safety and Health Regulations for Construction, Subpart P, Excavation (hereinafter called OSHA).

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

509S.2 Definitions

"Competent Person" shall mean one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. The competent person shall be capable of interpreting the manufacturer's data sheets and interpreting and implementing the Excavation Safety System Plan.

An "Excavation" shall mean any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal. The Contractor shall provide an Excavation Safety System for all excavations except when 1) the excavation is in stable rock as determined by the Texas-licensed Professional Engineer who prepared the Contractor's Excavation Safety System Plan or 2) the excavation is less than 5 feet (1.52 m) in depth and examination of the ground by the Contractor's competent person provides no indication of a potential cave-in.

"Trench" (trench excavation) shall mean any narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth shall be greater than the width, but the width of a trench (measured at the bottom) shall not be greater than 15 feet (4.56 m). Excavation Safety Systems for such trenches shall be defined as "Trench Excavation Safety Protective Systems".

If the Contractor installs or constructs forms or other structures in an excavation such that the dimension measured from the forms or structures to the sides of the excavation is reduced to 15 feet (4.6 m) or less (measured at the bottom of the excavation), those excavations shall also be defined as a Trench if workers must enter it. Excavation Safety Systems for such trenches shall also be defined as "Trench Excavation Safety Protective Systems".

509S.3 Excavation Safety System Submittals

A. The Notice to Proceed with construction may be issued by the Owner before the Contractor has submitted the necessary Excavation Safety Plan(s); however, excavation shall not proceed until the Owner has received the Contractor's Excavation Safety Plan(s) for the Project.

B. Prior to Starting Excavation

Prior to starting any Excavation, the Contractor shall submit to the Owner:

1. A certificate indicating that the Contractor's Competent Person(s) has completed training in an excavation safety program based on OSHA regulations within the past 5 years.
2. Manufacturer's tabulated data or other tabulated data for Excavation Safety Systems consisting of pre-engineered protective systems such as trench shields, aluminum hydraulic shoring, timber shoring, pneumatic shoring, or trench jacks, or benching or sloping or other protective systems that are not designed specifically for the Project.

Manufacturer's tabulated data shall meet the requirements in OSHA and shall describe the specific equipment to be used on the Project. Tabulated data must bear the seal of the licensed professional engineer who approved the data. Manufacturer's tabulated data shall be an attachment to the Contractor's Excavation Safety System Plan described below.

509S.4 Excavation Safety System Plan

The Contractor shall prepare an Excavation Safety System Plan (hereafter called the "Plan") specifically for the Project. The Contractor shall retain a Texas-licensed Professional Engineer to prepare the Plan. On City-funded projects, the Contractor must follow qualifications-based procedures to procure the required Professional Engineering services, according to Chapter 2254 of the Texas Government Code.

The Contractor shall be responsible for obtaining geotechnical information necessary for design of the Excavation Safety System. If geotechnical information for design of the Project has been acquired by the Owner or designated representative, it shall be provided to the Contractor for information purposes subject to the provisions of City of Austin Standard Contract Section 00220, "Geotechnical Data."

- A. The Plan for Excavation Safety Systems consisting of pre-engineered protective systems such as trench shields, aluminum hydraulic shoring, timber shoring, pneumatic shoring, or trench jacks, or benching or sloping or other protective systems that are not designed specifically for the Project shall include:
 1. Detailed Drawings of the Excavation Safety System(s) that will provide worker protection conforming to OSHA. The Drawings shall note the required load carrying capacity, dimensions, materials, and other physical properties or characteristics in sufficient detail to describe thoroughly and completely the Excavation Safety System(s).
 2. Drawings, notes, or tables clearly detailing the specific areas of the Project in which each Excavation Safety System shall be used, the permissible size of the excavation, the length of time that the excavation shall remain open, the means of egress from the excavation, the location of material storage sites in relation to the excavation, the methods for placing/compacting bedding/backfill within the safety of the system, any excavation safety equipment restrictions and subsequent removal of the system.
 3. Recommendations and limitations for using the Excavation Safety Systems.
 4. A Certificate of Insurance of the Excavation Safety System Engineer's Professional Liability Insurance coverage. For City-funded projects, coverage meeting the requirements of Standard Contract Documents Section 00810 shall be provided. For privately funded projects the coverage shall be at least \$1,000,000.
- B. The Plan for Excavation Safety Systems consisting of tieback or braced sheeting, tieback or braced soldier piles and lagging, slurry walls, soil nailing, rock bolting or other protective systems that are designed specifically for the Project shall include:

1. Detailed Drawings of the Excavation Safety System(s) that will provide worker protection conforming to OSHA. The Drawings shall note the design assumptions, design criteria, factors of safety, applicable codes, dimensions, components, types of materials, and other physical properties or characteristics in sufficient detail to describe thoroughly and completely the Excavation Safety System(s).
2. Detailed technical specifications for the Excavation Safety System addressing the properties of the materials, construction means and methods, quality control and quality assurance testing, performance monitoring, and monitoring of adjacent features, as appropriate.
3. Drawings that clearly detail the specific areas of the Project in which each type of system shall be used and showing the plan and elevation (vertical profile) views.
4. Drawings, notes or tables clearly detailing the length of time that the excavation shall remain open, the means of egress from the excavation, the location of material storage sites in relation to the excavation, the methods for placing/compacting bedding/backfill within the safety of the system, any excavation safety equipment restrictions and subsequent removal or abandonment of the system or parts thereof.
5. Recommendations and limitations for using the Excavation Safety Systems.
6. A Certificate of Insurance of the Excavation Safety System Engineer's Professional Liability Insurance coverage. For City-funded projects, coverage meeting the requirements of Standard Contract Documents Section 00810 shall be provided. For privately funded projects the coverage shall be at least \$1,000,000.

509S.5 Excavation Safety System Submittal Review

Review of the Excavation Safety System submittal conducted by the Owner or designated representative shall only relate to conformance with the requirements herein. The Owner's failure to note exceptions to the submittal shall not relieve the Contractor of any or all responsibility or liability for the adequacy of the Excavation Safety System. The Contractor shall remain solely and completely responsible for all Excavation Safety Systems and for the associated means, methods, procedures, and materials.

509S.6 Contractor's Responsibility

The Contractor shall be responsible for implementing the Excavation Safety System Plan and for confirming that the Excavation Safety System(s) used on the Project meets the requirements of the Plan.

The Contractor's Competent Person(s) shall be on the Project whenever workers are in an excavation meeting the definitions of a Trench given in 509S.2.

509S.7 Construction Methods

The Contractor's Competent Person(s) shall maintain a copy of appropriate OSHA regulations onsite and shall implement OSHA excavation safety regulations at the work site. The Contractor shall perform all excavation in a safe manner and shall maintain the Excavation Safety Systems to prevent death or injury to personnel or damage to structures, utilities or property in or near excavation.

If evidence of possible cave-ins or earthen slides is apparent or an installed Excavation Safety System is damaged, the Contractor shall immediately cease work in the excavation, evacuate personnel from any potentially hazardous areas and notify the Owner. Personnel shall not be allowed to re-enter the excavation until necessary repairs or replacements are completed and are inspected and approved by the Contractor's Competent Person(s). Repair and replacement of damaged Excavation Safety System shall be at the Contractor's sole expense.

509S.8 Changed Conditions

When changed conditions require modifications to the Excavation Safety System, the Contractor shall provide to the Owner or designated representative a new design or an alternate Excavation Safety System Plan that is proposed by the Contractor's Excavation Safety System Engineer to address the changed conditions. Copies of the new design or alternate system shall be provided to the Owner or designated representative in accordance with the requirements of section 509S.3, "Excavation Safety System Plan Submittals". A copy of the most current Excavation Safety System Plan shall be maintained on site and made available to inspection and enforcement officials at all times.

Any changes to the Excavation Safety System Plan that are initiated by the Contractor for operational efficiency or as a result of changed conditions, that could be reasonably anticipated, will not be cause for contract time extension or cost adjustment. When changes to the Excavation Safety System Plan are necessitated by severe and uncharacteristic natural conditions or other conditions not reasonably within the control of the Contractor, the Contractor may make a written request to the Owner for a Change Order to address the anticipated work. The Contractor shall notify the Owner in writing within 24 hours of the occurrence of changed conditions that the Contractor anticipates the submittal of a claim for additional compensation. Under "Changed Conditions" the work deemed immediately necessary by the Contractor to protect the safety of workers and public, equipment or materials may only be accomplished until the Owner or designated representative has a reasonable opportunity to investigate the Contractor's written request for a Change Order and respond in writing to the request.

509S.9 Measurement

Trench Excavation Safety Protective Systems will only be measured and paid for those trenches that workers would reasonably be expected to enter.

Trench Excavation Safety Protective Systems for Trenches excavated to a final width (measured at the bottom of the excavation) not exceeding 15 feet (4.56 m) shall be measured by the linear foot (meter: 1 meter equals 3.281 feet) through manholes, bore pits, receiving pits, and other appurtenances along the centerline of the trench. This method of measurement shall apply to any and all protective systems, including but not limited to tieback or braced sheeting, tieback or braced soldier piles and lagging, slurry walls, soil nails, rock bolts, shoring, trench boxes, and sloping or benching as used to provide a Trench Excavation Safety Protective System in accordance with the Excavation Safety System Plan.

Trench Excavation Safety Protective Systems for Trenches created by installation or construction of forms or other structures in an excavation whose width is greater than 15 feet (4.56 m) such that the dimension measured from the forms or structures to the sides of the excavation is reduced to 15 feet (4.56 m) or less (measured at the bottom of the excavation) shall be measured by the linear foot along the centerline of the Trench. Where forms or structures create multiple Trenches in one excavation, each Trench shall be measured separately. This method of measurement shall apply to any and all protective systems, including but not limited to tieback or

braced sheeting, tieback or braced soldier piles and lagging, slurry walls, soil nails, rock bolts, shoring, trench boxes, and sloping or benching as used to provide a Trench Excavation Safety Protective System in accordance with the Excavation Safety System Plan.

509S.10 Payment

Payment for Trench Excavation Safety Protective Systems, measured as prescribed above, will be made at unit bid price per centerline linear foot of Trench. The unit bid price shall include full compensation for designing, furnishing, installing the system; for dewatering, and for maintaining, replacing, repairing and removing the Trench Excavation Safety Protective System and for sloping, special clearing, and excavation necessary to safely implement the Excavation Safety System Plan. No payment will be made for Trench Excavation Safety Protective Systems made necessary by the Contractor's selection of an optional design or sequence of work that creates the need for the Trench Excavation Safety Protective System.

Payment will be made under the following:

Pay Item No. 509S-1: Trench Excavation Safety Protective Systems,
 (all depths) Per Linear Foot.

END

<i>SPECIFIC</i> Cross Reference Materials
Standard Specification Item No. 509S, "Excavation Safety Systems"

City of Austin Standard Contract Documents

<u>Designation</u>	<u>Description</u>
Section 00020	Invitation for Bids
Section 00220	Geotechnical Data
Section 00650	Certificate of Insurance
Section 00700, Article 6.11	Safety and Protection
Section 810	Supplemental General Conditions

29 CFR, Occupational Safety and Health Administration, Part 1926 Safety and Health Regulations for Construction, Subpart P, Excavation
 Texas Health and Safety Code Title 9 Chapter 756 Subchapter C
 Texas Government Code Chapter 2254

<i>RELATED</i> Cross Reference Materials
Standard Specification Item No. 509S, "Excavation Safety Systems"

Texas Department of Transportation Standard Specifications
 For Construction and Maintenance of Highways, Streets, and Bridges

<u>Designation</u>	<u>Description</u>
Item 104	Removing Concrete
Item 110	Excavation

Item 402 Trench Excavation Protection

City of Austin Standard Specification Items

<u>Designation</u>	<u>Description</u>
Item No. 101S	Preparing Right of Way
Item No. 102S	Clearing and Grubbing
Item No. 110S	Street Excavation
Item No. 111S	Excavation
Item No. 130S	Borrow
Item No. 132S	Embankment
Item No. 201S	Subgrade Preparation
Item No. 402S	Controlled Low Strength Material
Item No. 501S	Jacking or Boring Pipe
Item No. 502S	Tunneling
Item No. 503S	Frames, Grates, Rings and Covers
Item No. 504S	Adjusting Structures
Item No. 505S	Concrete Encasement and Encasement Pipe
Item No. 506	Manholes
Item No. 507S	Bulkheads
Item No. 510	Pipe
Item No. 511S	Water Valves
Item No. 593S	Concrete Retards
Item No. 594S	Gabions and Revet Mattresses

SPECIAL SPECIFICATIONS



SECTION 02200 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Protecting existing trees, shrubs, plants and grass to remain.
2. Removing existing trees and shrubs.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.

B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities" for temporary accommodations of site operations and utility removals, Sedimentation and erosion control measures.
2. Division 02 Section "Earthworks" for excavation, filling, backfilling, and rough grading.
3. Division 02 Section "Soils" for soil mixes, soil management and fine grading.
4. Division 02 Section "Planting" for plant materials installation
5. Division 02 Section "Native and Tuff Grasses" for lawn installation

1.2 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.
- B. Subsoil: Soil removed below topsoil to the required depth of excavation and stockpiled or removed and disposed of off-site as directed by Owner's Representative. Subsoil mixed thoroughly with topsoil and specified amendments may be used for topsoil fill and fine grading.
- C. Tree and Plant Protection Zone: Area surrounding individual trees or groups of trees to remain in place be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated. Area of several trees or plants that are to remain in place and be protected during construction surrounded by a protective fence.
- D. Historic Tree Protection Zone: Area surrounding an individual historic tree stump to be protected during construction, and as defined on the contract documents.

1.3 MATERIAL OWNERSHIP

- A. Except for stripped topsoil, flagstone or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site and reused or disposed of legally.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For tree service firm and arborist.
- C. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- D. Record Drawing: Provide a record drawing showing the dimensional location of historic trees/tree stumps in advance of their removal. Drawing to indicate the location of these trees for use in planting new trees in their historic location.

1.5 QUALITY ASSURANCE

- A. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree removals, tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.
- B. Arborist Qualifications: An arborist certified by ISA or licensed in the jurisdiction where Project is located.
- C. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
 - 1. Before tree protection and trimming operations begin, meet with representatives of authorities having jurisdiction, Owner, Owner's Representative and other concerned entities to review tree protection and trimming procedures and responsibilities.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
1. Do not proceed with work on adjoining property until directed by Landscape Architect.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
1. Historic junipers and stone paving to be removed and stockpiled on site for reuse as indicated on the construction documents. Place in designated stockpile area or approved alternate location.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- E. Commence site clearing operations only when erosion and sedimentation control measures for the construction period are completely in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 02 "Earthworks" and "Soils"
1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site
- B. Tree and Stump Protection Fencing:
1. Orange protection fencing: Tenax Diamx
 - a. Tenax Corp, Baltimore MD
 - b. Or approved equivalent.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to be removed. Review tree and plant removals with the Owner's Representative. Make Adjustments as requested.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE PROTECTION

- A. Erect and maintain temporary protective fencing around tree, historic tree stumps and plants in protection zones before starting site clearing. Install protective fencing in all areas indicated on the Drawings. Remove fence when construction is completed and accepted by the Owner.
 - 1. Do not store construction materials, debris, or excavated material within fenced area.
 - 2. Do not permit vehicles, equipment, or foot traffic within fenced area.
 - 3. Maintain protective fences during construction.
 - 4. Clear protective area free of weeds and trash frequently during construction.
- B. Do not excavate within tree protection zones, unless otherwise indicated. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
 - 1. Cover exposed roots with burlap and water regularly.
 - 2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 - 3. Coat cut faces of roots more than 1-1/2 inches (38 mm) in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
 - 4. Backfill with soil as soon as possible.
- C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Landscape Architect.
 - 1. Employ an arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 - 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.

3.3 TREE AND TREE STUMP REMOVAL

- A. Tree removals are to be performed by an experienced firm with familiarity in working on tree removals operations.
- B. Trees are to be removed in accordance with methods and guidelines as outlined by the former (National Arborist Association) Tree Care Industry Association
- C. Trees and other vegetation which must be removed to perform the Work shall be removed and disposed of by the CONTRACTOR; however, no trees or cultured plants shall be unnecessarily removed unless their removal is indicated on the Drawings.
 - 1. Trees to be removed are to be tagged on site and reviewed with the Owner's Representative prior to removal operations.
- D. No tree shall be removed outside of permanent easement(s), except where authorized by the Owners Representative.
- E. Trees indicated for removal are to be cut flush with the ground in preparation for grinding operations.
 - 1. Tree stumps are to be ground to remove tree trunks and major roots for planting of new trees in historic locations. Stumps are to be ground to a depth of 18 inches below exposed subgrade for locations where historic trees are to be planted atop the existing tree location. Stumps of trees where there is no historic replacement plant may be ground to a 12 inch depth.
- F. Tree Stumps of historic trees are to be ground in preparation of new tree planting
 - 1. Stumps remaining from historic tree locations are to be dimensionally located and recorded on a layout plan. The plan is to be reviewed and approved by the Owner's Representative prior to stump removal.
 - 2. Stumps are to be cut flush with grade and ground to a depth of not less than 18 inches below exposed sub-grade.
- G. Woody mass and debris remaining from grinding of stumps is to be removed from immediate area and grinding pit filled with approved soil in preparation for replacement tree planting.
 - 1. Grade top of grinding pit to finish elevations as indicated on grading plan.

3.4 CLEARING AND GRUBBING

- ~~A.~~ Remove ~~obstructions, shrubs, grass, and other~~ vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.

2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 3. Use only hand methods for grubbing within tree protection zone.
 4. Removed clearing and grubbing vegetation materials off site and dispose of legally.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 6 inches (150 mm), and compact each layer to a density equal to adjacent original ground. Use hand tamping or small scale, light weight mechanical tamping equipment. But not more than 85% compaction or less than 75% compaction.

3.5 TOPSOIL & SUBSOIL STRIPPING & STOCKPILING

- A. Strip topsoil and underlying subsoil where excavations are required. Remove surface sod and grass and dispose. Strip topsoil and subsoil to an approximate depth of 24 inches (600 mm) in a manner to prevent intermingling with underlying subsoil or non-soil and waste materials.
1. Remove nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- B. Stockpile topsoil and subsoil materials in the area designated on the contract drawings, without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust. Do not stockpile topsoil alongside excavated areas or lawn areas, areas of tree protection or archeologically sensitive areas.
1. Limit height of topsoil and subsoil stockpile(s) to 84 inches (2000 mm).
 2. Place topsoil stockpile within designated stockpile area or approved alternate location.
 3. Do not stockpile soils within tree protection zones.
 4. Stockpile soils for reuse to allow amendments, approvals, surface fill and fine grading at completion of construction operations and prior to reseeded operations.

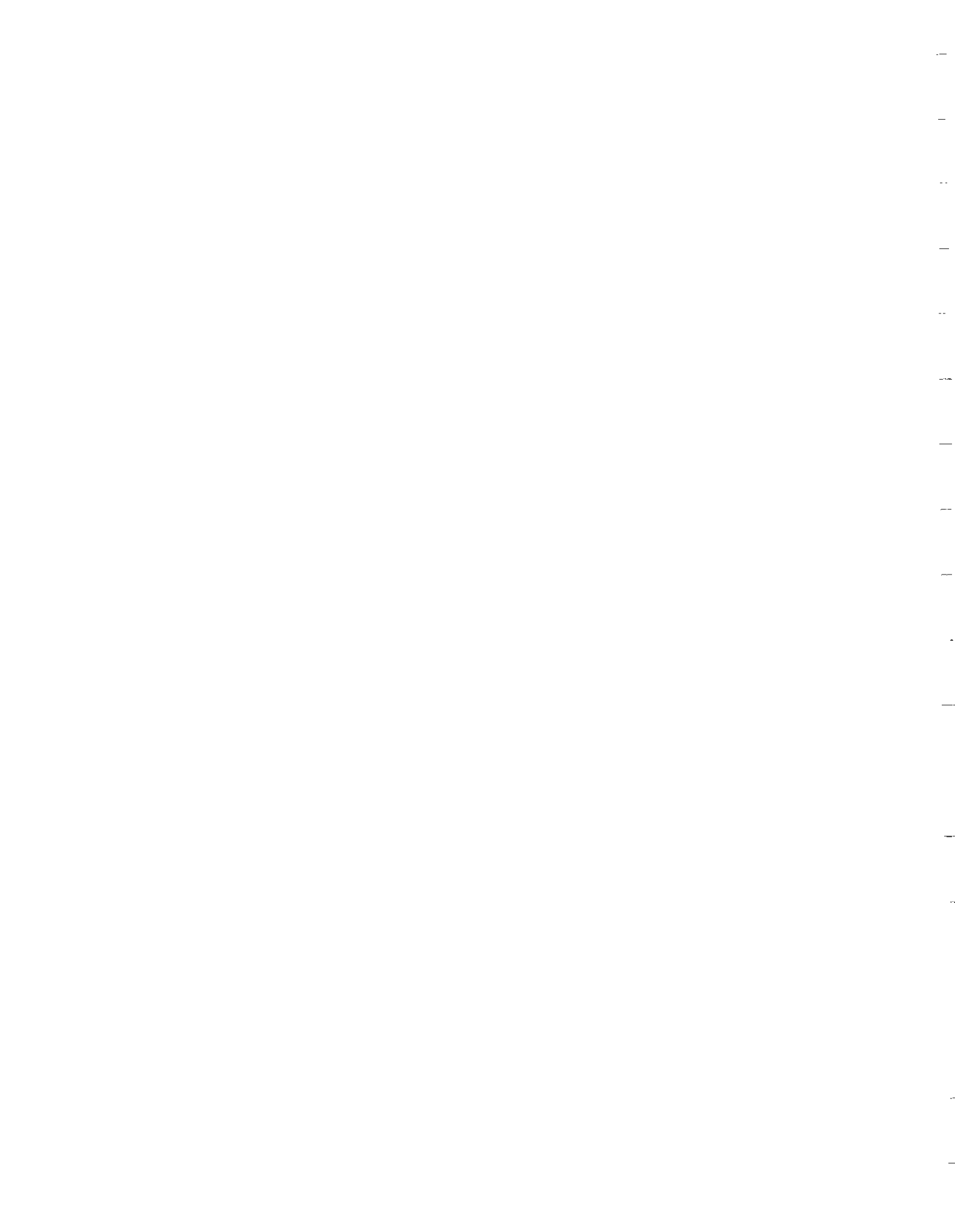
3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
 2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

3.7 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.
 2. Excess sub soil and or topsoil may be stockpiled on Park property at the discretion and at a location determined by the Contracting Officer.

END OF SECTION 02200



SECTION 02300

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish all labor, materials, tools, and equipment and perform all Work necessary for and incidental to providing earthwork, as shown on the Drawings and specified herein; in accordance with the provisions of the Contract.
- B. The Work at the Elisabet Ney Museum includes, but is not limited to:
 - 1. Preparing sub-grades for slabs-on-grade, walks, pavements, and lawns and grasses.
 - 2. Excavating and backfilling for building and structure.
 - 3. Sub-base course for concrete walks and pavements.
 - 4. Excavating and backfilling for french drain trenches.
 - 5. Excavation and backfilling for outflow drain pipe trenches

1.2 RELATED SECTIONS

- A. Section 02620 – Subdrainage
- B. Section 02310 – Soils
- C. Section 03300 – Cast-in-Place Concrete
- D. Section 04460 – Stone Masonry
- E. Section 04935 – Masonry Surface Preparation

1.3 DEFINITIONS OF MACHINERY

Excavation Machinery: Use small machinery to carry out excavation. Limit excavator damage to this historic site. Provide machinery specifications to match or equal the following:

- A. Approved late-model, rubber track-mounted loader: rated at not less than 99-hp flywheel power and developing a minimum of 20,200-lbf breakout force with a general-purpose bare bucket. (Cat 3046T, 939C Hystat Track Loader, Caterpillar)
- B. Approved late-model, wheel-mounted loader: rated at not less than 95-hp flywheel power and developing a minimum of 17,270-lbf breakout force with a general-purpose bare bucket. (Cat IT14G Wheel Loader, Caterpillar)

- C. Approved late-model, wheel-mounted excavator: rated at not less than 118-hp, flywheel power, 25,667-lb ft swing torque, bucket digging force with one piece boom 19,558 lb, and developing a minimum of with a general-purpose bare bucket. (Cat M313C Wheel Excavator, Caterpillar)
- D. Approved late-model, rubber track-mounted loader: rated at not less than 60-hp flywheel power and developing a minimum of 15,000-lbf breakout force with a general-purpose bare bucket. (RC-60 Posi-Track Rubber track Loader, ASV inc.)

1.4 REFERENCES

- A. Reference standards: Latest edition of all standards as of the date of the Specification.
 - 1. American Association of State Highway and Transportation Officials (AASHTO):
 - a. T191 – Standard Specification for Density of Soil In-Place by the Sand-Cone Method
 - b. T205 - Standard Specification for Density of Soil In-Place by the Rubber Balloon Method
 - c. T238 – Standard Specification for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
 - 2. American Society for Testing and Materials (ASTM)
 - a. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft. lbf/ft³ (600 kN m/m³))
 - b. D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method (AASHTO T191)

1.5 SUBMITTALS

- A. Submit in accordance with Section 01300 – Submittals.
- B. Furnish proposed off site or on site fill material soil samples, suitable for laboratory tests, to the Engineer/Landscape Architect.

1.6 PROTECTION

- A. Protect excavations by shoring, bracing, or casing to prevent cave-in of loose soils.
- B. Protect excavations during inclement weather.
- C. Notify Engineer/Landscape Architect of unexpected sub-surface conditions and discontinue work in affected area until notification to resume.
- D. Protect utilities from damage by excavation and/or jacking.

- E. Provide supplemental shoring when excavating adjacent to isolated spread footings supporting structural elements.

1.7 QUALITY ASSURANCE

- A. The quality of new earthwork shall be periodically reviewed by the Engineer/Landscape Architect. New earthwork which is considered defective shall be removed.
- B. Contractor Qualifications: Demonstrate that the firm has completed work similar in material, design, scope, size, type and extent to that indicated for this Project with a record of successful in-service performance. Include examples of work performed on historic structures.

1.8 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer/Landscape Architect and Owner, and then only after arranging to provide temporary utility services according to requirements indicated.
- B. Comply with applicable safety codes and regulations that govern the work, including OSHA, EPA, and municipal regulations covering wastewater disposal, VOC regulations, and governing air quality management district.
- C. Repair earthwork construction where required due to damage or defective Work and where required to accommodate Work of other trades, in an approved manner so that the repair is not visually apparent.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Fills: Material approved from on site, or off site sources having a minimum dry density of 110 pcf, a maximum plasticity index of 6, and a maximum liquid limit of 30.
- B. Select Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2 in. sieve, and not more than 12 percent passing a No. 200 sieve.
- C. Approved Soil: Satisfactory soil for use as planting soil, imported from off-site or mixed on-site with on-site and off-site materials. See Section 02310 Soils specification.
- D. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1 in. sieve and not more than 8 percent passing a No. 200 sieve.

- E. Drainage Course: Narrowly graded mixture of washed, crushed stone, or crushed or uncrushed gravel, ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve compacted to 93 percent of Standard Proctor.
- F. Top Dress Gravel Course: "Cordova Cream" crushed limestone, washed and screened to a size less than 3/4 inch with no fines; ASTM C 33, coarse-aggregate grading size 6.
- G. Sand for outflow pipe bedding: ASTM C 33; fine aggregate, natural. or manufactured sand
- H. Granular Fill:
 - 1. Under concrete sidewalk, crushed stone or gravel graded from 1 in. to No. 4.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clearing: Clear existing concrete and landscaping where indicated. Work includes removal of trees, shrubs, paving, incidental structures, debris, trash, and other obstructions.
- B. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

3.2 EXCAVATION

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material, 4 inches (100 mm) deeper elsewhere, to allow for bedding course.

- D. Shoring, Sheet piling, and Bracing: Shore, brace, or slope, to its angle of repose, banks of excavations to protect workers, banks, adjacent paving, structures, and utilities.
 - 1. Extend shoring and bracing to bottom of excavation. Shore excavations that are carried below elevations of adjacent existing foundations.
- E. Excavation Drainage: Operate pumping equipment, and/or provide other materials, means, and equipment, as required, to keep excavation free of water and sub-grade dry, firm, and undisturbed until the approval of permanent Work has been received from the Engineer/Landscape Architect. Approval of the Engineer/Landscape Architect is also required before placement of the permanent Work on all sub-grades.

3.3 SUBGRADE INSPECTION

- A. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer/Landscape Architect, without additional compensation

3.4 FILLING AND BACKFILLING

- A. General: Do not fill or backfill until all debris, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation. For fill and backfill, use excavated materials and borrow meeting the criteria specified herein, as applicable. Do not use unsuitable excavated materials. Do not backfill until French drain has been installed and work inspected and approved by the Engineer/Landscape Architect.
- B. Placing: Place materials in horizontal layers not exceeding four (4) in. in loose depth for material compacted by hand-operated tampers and then compacted.
- C. Compaction: Compact with approved hand vibrator compactors or other approved equipment well suited to soil being compacted. Do not operate mechanized vibratory compaction equipment within ten (10) ft. of new or existing building walls without prior approval of the Engineer/Landscape Architect. Moisten or aerate material, as necessary, to provide moisture content that will readily facilitate obtaining specified compaction with equipment used. Compact soil to not less than the following percentages of maximum dry density according to ASTM D698 or ASTM D1557, as specified below:
 - 1. Fills and Backfills
 - a. Under sidewalks, scarify and re-compact top 6 inches below sub-grade and compact each layer of backfill or fill material, 95 percent.
 - b. Landscaped areas, top 16 inches, 85 percent.
 - c. Landscaped areas, below 16 inches of finished grade, 90 percent.
 - 2. Natural Ground (Cut or Existing)
 - a. Curbs and gutters, top 6 inches, 95 percent.
 - b. Under sidewalks, top 6 inches, 95 percent.

3.5 STORAGE OF SOIL MATERIALS

- A. Stockpile borrowed soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile topsoil for reuse
 - 2. Stockpile sub-soil for reuse
 - 3. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
 - a. Locate stockpiled soils in area designated on the "Site Preparation Plan" drawing.
 - 4. Borrowed soil materials are not anticipated for this project.

3.6 SOIL FILL

- A. Place and compact fill material in layers to required elevations, as follows:
 - 1. Under lawn and planted areas, use satisfactory soil material.
 - a. Use subsoil stockpiled from soil excavation operations
 - b. Use topsoil stockpiled from soil excavation operations
 - 2. Under walks and pavements, use satisfactory soil material.

3.7 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish sub-grades to required elevations within the following tolerances:
 - 1. Lawn or unpaved areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1/2 inch.
 - 3. Curbs and gutters: Plus or minus 1/2 inch.

3.8 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.
2. Refer to landscape drawings for specific requirements for finished surfaces.

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove all surplus satisfactory soil and waste material; remove unsatisfactory soil, trash, and debris, and legally dispose.
- B. Disposal: Transport all surplus satisfactory soil to designated storage areas. Stockpile or spread soil, as directed by the Engineer/Landscape Architect.
- C. Place excess excavated materials suitable for fill and/or backfill on site where directed.
- D. Remove from site and dispose of any excess excavated materials after all fill and backfill have been completed.

3.10 CLEAN UP

- A. Upon completion of earthwork operations, clean areas within contract limits, remove tools, and equipment. Provide sight clear, clean, free of debris, and suitable for subsequent construction operations. Remove all debris, rubbish, and excess material.

END OF SECTION

SECTION 02310 –SOILS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Amended Existing Topsoil and Subsoil mixture, Borrow Topsoil or Approved Imported Topsoil and amendments that meets specifications for:
 - a. Approved Soil for plantings, trees, shrubs and herbaceous plants
 - b. Approved Soil for garden area fill
 - c. Approved Soil fill and topdress to establish final grades
 - d. Approved Soil topdress at plants to remain and for native grass areas
- B. Related Sections include the following:
1. Division 01 Section "Temporary Tree and Plant Protection" for protecting and trimming trees to remain.
 2. Division 02 Section "Site Clearing" for topsoil stripping and stockpiling.
 3. Division 02 Section "Earthworks" for excavation, filling, backfilling, and rough grading.
 4. Division 02 Section "Planting" for plant materials installation
 5. Division 02 Section "Subdrainage" for storm water piping and drainage basins.

1.2 DEFINITIONS

- A. **Approved Soil:** Satisfactory soil harvested onsite or imported from off site. Samples and testing required. Amendments required to meet specified characteristics.
- B. **Topsoil:** Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.
- C. **Subsoil:** Soil removed below topsoil to a 24 inch depth to be mixed with topsoil and stockpiled for amendment, approval and reuse on site as specified for fill and grading.
- D. **Humus:** for Soil Amendment composted materials that pass the Solvita™ Compost Maturity. To be added as required in order to achieve 15% by volume of amended soil composition. Use fully composted, weed-free pine bark to match approved sample.
- E. **Sand and Gravel:** for Soil Amendment at particle sizes needed to achieve percolation rates required.

- F. Final Grade: Finished surface elevation to match grading plan(s) and spot elevation(s) or surrounding undisturbed grades.
- G. Subgrade: Surface of elevation after completing excavation. Level reached after excavation to specified depth or removal to undisturbed subsoil as a prepared and approved surface to place approved soil. Compacted approved fill that may be the specified top surface on which approved soil is placed.
- H. Trench: Excavation for the installation of on-site underground pipes, drains, that is to receive approved soil above approved backfill to subgrade level. See Section 02300 "Earthworks."
- I. Backfill: Approved sand, soil or gravel material used to fill over a pipe excavation. See Section 02300 "Earthworks."

1.3 SUBMITTALS

- A. Product Data – Submit for the following:
 - 1. Humus source and maturity test data
- B. Samples: harvested stockpiled soil, imported soil and humus and other proposed amendments to be provided as samples in the following samples sizes. All samples to be accompanied by source information and required test results. All soil and amendment testing costs to be paid by Contractor.
 - 1. Three (3) samples of one (1) quart in separate packages for distribution with testing results as follows:
 - a. One provided to Owner's Representative for review and approval.
 - b. One retained on site for comparison to amended soils for approval during the project.
 - c. One retained in original closed packaging as reference sample to transfer to client at close of project.
- C. Material Test Reports:
 - 1. Solvita™ Compost Maturity test for composted materials. Composition for Organic Compost to determine presence and parts per million concentrations of any pollutants.
 - 2. Stockpiled mixed topsoil and subsoil and imported topsoil source and test data. Analysis information to include:
 - a. pH test results (neutral pH 7.0 is target)
 - b. Nutrients, N, P, K Mg, and Ca test results
 - c. Percolation rate test results
 - 3. The contractor shall make best efforts to conclude the stockpiled or imported soil testing, compost maturity testing and review process eight weeks prior to the scheduled date of soil installation. Testing of amended and approved soil will be required after initial testing to achieve desired characteristics. Approved soil testing shall be approved not less than 2 weeks prior to soil placement.

- D. Construction Means and Methods: Written method, weight and type of excavation and compaction machinery to be used for each area to receive soil fill, subsoil, and soil. Machinery not to exceed size and weight provided in Division 02 Section "Earthworks." Sequence for mixing and placing of soils in each area is indicated on the layout, grading and planting plans. Contractor is to submit for review and approval and modify until approved.

1.4 QUALITY ASSURANCE

- A. Pre-Soil Placement Conference: Provide Construction Means and Methods plan for Approved Soil placement. Conduct conference at Project site to review Construction Means and Methods plan with Owner's Representative and adjust based on direction received.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Approved Soil: On-site topsoil and subsoil thoroughly mixed with amendments or imported topsoil to meet characteristics required. Soils are to be free from subsoil, refuse, roots larger than one inch in diameter, stiff or clumped clay, stones larger than 1 inch, noxious seeds, sticks, brush, litter, and other deleterious substances. Soils are to be suitable for the germination of seeds and the support of turf and plant growth. Topsoil and Approved soils are to meet a sandy loam designation.
- B. Approved Soil characteristics are:
1. Nutrients, N, P, K Mg, and Ca: at normal ranges for lawns and planting specified.
 2. Infiltration/percolation rate: 4 inches per hour or greater with sample compacted to 80% of maximum dry density
 3. Target pH: 5.5 to 7.0
 4. Percent organic materials: for a maximum of 15% Humus by volume

2.2 AMENDMENTS

- A. Humus to be composted pine bark fines, material shall range in size from 0.1 mm – 15 mm, have a dark brown to black color and be free of wood particles.
- B. Sand and Gravel: for Soil Amendment at particle sizes required to achieve percolation rate as required.
- C. Upon the approval of the soil amendments prepare a sample for testing of Approved Soil. Blend soil amendments in ratio by volume as directed in sample of stockpiled mixed soil or imported topsoil. Resulting mix of soil materials and amendments is to meet soil characteristics. Clearly

identify sample batches of mixed soil by the ratio of each component in the mix. Submit one (1) quart sample for review and approval with test results indicating characteristics.

- D. Keep stockpiled and imported soils and soil amendments relatively dry. Soil or soil amendments shall not be disturbed, transported, mixed or installed when the soil moisture content is such that the soil is not friable. Soils are considered friable when they are dry enough to easily crumble when dug, but not so dry that clods cannot be easily broken, and not so wet that soil leaves mud on the hand when squeezed.
- E. Upon approval of the amended soil sample prepare the Approved Soil required for the Work. Blend homogeneously at a site and in a manner that is agreed by the Owner's Representative. Use soil blending equipment (large soil mixer or approved equal) sufficient to prepare material that is consistent in its component ratio, well blended and screened of clods, sticks and other debris. Any material required to adjust characteristics of percolation, nutrient level, humus % volume or pH level shall be added to the soil at the time of blending.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, trail surfaces, pavements, and other facilities from damage caused by storage and installation of Approved Soil.
- B. Determine Approved Soil storage areas on site for access during soil placement operations with Owner's Representative.
- C. Protect stored Approved Soil from contamination by or as the result of other construction operations throughout process of soil installation.

3.2 STORAGE OF SOIL MATERIALS

- A. Stockpile and store topsoil, subsoil and soil amendments and Approved Soil in designated areas. Obtain materials directly in advance of need with sufficient time for inspection and testing and amendment of bulk materials to conform to specifications. Place, grade, and shape stockpiles to drain surface water. See Division 02 Section "Earthworks" for stockpiling instructions.
- B. Protect all soil stockpiles, soil amendments and finished approved soils from damage, erosion and separation of mixes by water. Cover all stockpiles with non-woven filter cloth. Do not cover soils with plastic. See Division 02 Section "Earthworks" for stockpiling instructions.

3.3 EXCAVATION, GENERAL

- A. General: Excavate to remove existing soils for site operations as indicated in the site clearing and Earthwork specification sections. All other areas to be have soil excavated and prepared as detailed for turf, garden and planting operations.
- B. Excavation for Mixed Species Turf, and Planting Work: Excavate to prepare subgrade as required to receive soils. Excavation includes removal of materials to specified depth for each soil area. Excavate to specified dimension below final elevation of grade for detailed planting depths to receive turf or to final grade for tree, shrub and herbaceous planting bed. See planting detail sections.
 - 1. Earth excavation includes removal of foreign materials, rock, debris, other objects that would obstruct installation of soils in areas as designated for plantings, turf and groundcover and other items indicated to be removed; together with soil, boulders, and other materials.
 - a. All measurements to conform to profiles and areas shown on drawings for final grades and spot elevations.
 - b. See Division 02 Section "Earthworks."

3.4 SOIL SUBGRADE PREPARATION AND APPROVED SOIL FILL

- A. Subgrade is to be prepared and approved in advance of placement of soils. See Division 02 Section "Earthworks".
- B. Notify Owner's Representative when subgrade is prepared for Soil installation.
- C. If Owner's Representative determines that unsatisfactory subgrade conditions, soil or other materials are present, continue removal and replace with approved fill material or Approved Soil as directed.
- D. Place Approved Soil in accordance with each planting area and grading and seeding area to the specified depths and as follows:
 - 1. Tree and Shrub Plantings with Approved Soils used for Planting:
 - a. Install approved soil to dimension indicated in planting details for these materials.
 - b. Shrub plantings that are contiguous shall be planted in beds of continuous soil and approved soil (planting soil).
 - c. Finish grade of soils as per planting details.
 - 2. Garden Area Plantings with Approved Soils used for Planting:
 - a. Install approved soil to dimension indicated in the plant bed section for plantings
 - b. Finish grade of soils as per planting details.
 - 3. Vegetable Garden Area with Approved Soils used for Planting:
 - a. Amend soils to match approved soils composition to dimension indicated in planting details for these materials.
 - b. Amend soils fully to an 18 inch depth for plantings
 - 4. Finish grade of soils as per grading drawings.

- a. Use approved soils for grading of final elevations as indicated on the grading plan
5. Turf and Native Grasses for amended soils and placed approved soils):
 - a. Areas for planting of turf and native grasses as indicated on the drawings and as disturbed by construction operations.
 - b. Place topsoil in excavated areas and bring to final grade as indicated on grading plans and as indicated in drawing details.
 - c. Use of 10% humus-composted pine bark by volume. Composted pine bark is to be chunky and not fully matured. 10% is a 1-inch layer spread evenly atop the placed topsoil.
 - d. Cultivate the pine bark into the placed topsoil at 8 inches for depth of cultivation to disrupt the smooth layer between the placed topsoil and subgrade soil layer.
 - e. Till area with equipment that has shanks/points/tines at not more than 1-foot intervals arranged on a heavy armature that will penetrate the soil to the required 8-inch depth. A chisel plow or spade tiller should be used. A tine harrow is too light and will not successfully cultivate and mix to the required depth.
 - f. The finished grade in the open meadow areas is to have a slightly rougher surface than a fine-graded lawn. Finish grade in a small sample area of not more than 400 square feet and obtain approval of Owner's Representative for finished grade surface condition.
6. Aerated Meadow: Areas for Rejuvenation of Native Grasses and Wildflower Meadow
 - a. Place a thin layer of approved soil ½ inch thick atop aerated turf.
 - b. Rake by hand or use of mechanical method to evenly distribute soils atop the area to be over seeded and filling aeration voids.
 - c. Remove soil plugs not dispersed by raking operations.

3.5 SOIL MOISTURE CONTROL

- A. Uniformly moisten approved soil layer before compaction to within two (2) percent of optimum moisture content.
 1. Do not place soil material if soil is excessively wet, muddy, frozen, or contains frost or ice.
 2. Grading, compacting and handling of all subgrade and Approved Soil material shall occur only at times when the soil is friable. Soils are considered friable when they are dry enough to easily crumble when dug, but not so dry that clods cannot be easily broken, and not so wet that soil leaves mud on the hand when squeezed. Suspend operations during and after any rain until such time as the subgrade or Approved Soil material dries sufficiently to become friable.

3.6 PROTECTION

- A. Protecting Graded Areas:
 1. Place specified seed and mulch or tackifier promptly after finish grading. See Division 02 Section "Turf and Native Grasses."

2. Commence planting in planting beds promptly after finish grading. Place surface mulch immediately after planting. See Division 02 Section "Planting."
- B. Protect newly installed planting soil from physical disgoring, freezing, erosion and contamination from other site materials or use of finish graded areas of the site by other trades. Keep free of trash and debris.
- C. Repair and reestablish Approved Soils in pockets to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 1. Remove and replace material to depth as directed by Owner's Representative and reshape and secure.
- D. Where settling or dislodging occurs before project correction period elapses, remove finished surfacing, backfill with additional Approved Soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work and eliminate evidence of restoration to greatest extent possible.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.
- B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Owner's Representative. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02310

SECTION 02620

SUBDRAINAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes sub-drainage for a perimeter french drain system.

1.2 RELATED SECTIONS

- A. Section 02300 – Earthwork
- B. Section 03300 – Cast-in-Place Concrete
- C. Section 04460 – Stone Masonry
- D. Section 04935 – Masonry Surface Preparation

1.3 SUBMITTALS

- A. Product Data:
 - 1. Perforated double-wall pipe and fittings
 - 2. Solid-wall pipe and fittings
 - 3. Backflow prevention fittings
 - 4. Cast-iron solid pipe
 - 5. Geotextile filter fabrics
- B. Aggregate Gradation

1.4 DEFINITIONS

- A. ABS: Acrylonirile-butadiene-styrene plastic.
- B. HDPE: High-density polyethylene plastic.
- C. PE: Polyethylene plastic.
- D. PP: Polypropylene plastic.
- E. PS: Polystyrene plastic.
- F. PVC: Polyvinyl chloride plastic.
- G. Subdrainage: Drainage system that collects and removes subsurface or seepage water.

PART 2 - PRODUCTS

2.1 PERFORATED PIPES AND FITTINGS

- A. Perforated HDPE pipe: ADS N-12 ST 1B HDPE Perforated Drain Pipe as manufactured by Advanced Drainage Systems, Inc., Hillard, Ohio, (800) 821-6710, or Engineer approved equivalent. Size(s) shall be as shown on the Drawings.
 - 1. Provide all fittings, joints, cleanouts, and other pipe accessories in manufacturer's standard components as required.

2.2 NON-PERFORATED PIPE AND FITTINGS

- A. Non-perforated PVC pipe: PVC satisfying the requirements of ASTM D 3034. Sizes(s) shall be as shown on the Drawings.
 - 1. Provide all fittings, joints, cleanouts, and other pipe accessories as required in PVC; comply with ASTM D 1785, Schedule 40 pipe, for solvent-cemented joints
- B. Cast-Iron Soil Pipe and Fittings: ASTM A 74, Service class, hub-and no-hub ends. Sizes shall be as indicated on the drawings.

2.3 BACKWATER VALVES AND FITTINGS

- A. Back flow prevention valves: Low pressure backflow prevention devices will be required as indicated on plans. The following preventers will be required.
 - 1. Lateral backflow for vertical runs
 - 2. Self-locking "pop-up" BPD
- B. Manufacturer's:
 - 1. Oatey
 - 2. Clean Check, Inc.
 - 3. Or approved equal

2.4 GEOTEXTILE FILTER FABRICS

- A. Geotextile filter fabric: MIRAFI 140N non-woven polypropylene geotextile, as manufactured by Ten Cate Nicolon, Pendergrass, Georgia, (706) 693-2226, or Engineer approved equivalent.

2.5 CLEANOUTS

- A. Copper-Alloy Cleanouts: Z1400 "Level-Trol" with round-flanged, cast iron housing and secured, scoriated, light-duty loading class cover as manufactured by Zurn Industries, Erie, Pennsylvania, (814) 455-0921, or Engineer approved equivalent. Include countersunk brass cleanout plug.

2.6 DRAINS

- A. Dome-Type Planting Area Drain: Model Z348-ZB, 10-inch diameter, as manufactured by Zurn Industries, Erie, Pennsylvania, (814) 455-0921, or an Engineer approved equivalent.

- B. Floor Drain: Model Z415 drain body with Z400 M- ZB- VP round strainer, as manufactured by Zurn Industries, or an Engineer approved equivalent.

2.7 SOIL MATERIALS

- A. Backfill, drainage course, impervious fill, and satisfactory soil materials are specified in Section 02300 - Earthwork.
 - 1. For perimeter drain trenching backfill.
 - 2. Pipe trench embedment.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Section 02300 - Earthwork

3.2 PIPING APPLICATIONS

- A. Underground Sub-drainage Piping:
 - 1. Perforated HDPE pipe and fittings, couplings, and coupled joints.
 - 2. Non-perforated PVC pipe and fittings, couplings, and coupled joints.

3.3 FOUNDATION DRAINAGE INSTALLATION

- A. Lay flat-style geotextile filter fabric in trench and overlap trench sides.
- B. Place supporting layer of drainage course over compacted sub-grade and geotextile filter fabric, to compacted depth of not less than 4 inches.
- C. Encase pipe with sock-style geotextile filter fabric before installing pipe. Connect sock sections with adhesive or tape.
- D. Install drainage piping as indicated in Part 3 "Piping Installation" Article 3.4 for subdrainage.
- E. Add drainage course to width of at least 6 inches on side away from wall and to top of pipe to perform tests.
- F. After satisfactory testing, cover drainage piping with drainage fill material to width of at least 6 in. on side away from footing, and above top of pipe to within 12 inches of finish grade, as defined in Section 02300.
- G. Wrap top of drainage course with flat-style geotextile filter fabric.
- H. Place layer of flat-style geotextile filter fabric over top of drainage course, overlapping edges at least 4 inches.
 - 1. Place initial backfill material over compacted drainage course. Place material in loose-depth layers not exceeding 6 inches. Thoroughly compact each layer. Final backfill as required for sidewalk sub-base elevations and slope away from building.

3.4 PIPING INSTALLATION

- A. Install piping beginning at low points of system, true to grades and alignment indicated, with unbroken continuity of invert. Bed piping with full bearing in filtering material. Install gaskets,

seals, sleeves, and couplings according to manufacturer's written instructions and other requirements indicated.

1. Foundation sub-drainage: Install piping pitched down in direction of flow, at a minimum slope of 0.5 percent, and as indicated by drawings.
 2. Sub-drainage outflow piping: Install piping pitched down in direction of flow, at a minimum of 0.5 percent, and as indicated by drawings.
- B. Use increasers, reducers, and couplings made for different sizes or materials of pipes and fittings being connected. Reduction of pipe size in direction of flow is prohibited.
- C. Install thermoplastic piping according to ASTM D 2321.

3.5 CLEANOUT INSTALLATION

- A. Cleanouts for Foundation Sub-drainage:
1. Install cleanouts from piping to grade. Locate cleanouts at beginning of piping run and at changes in direction. Install fittings so cleanouts open in direction of flow in piping.

3.6 FIELD QUALITY CONTROL

- A. Testing: After installing drainage course to top of piping, test drain piping with water to ensure free flow before backfilling. Remove obstructions, replace damaged components, and repeat test until results are satisfactory.

3.7 CLEANING

- A. Clear dirt and other superfluous material from the interior of installed piping and structures as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe at end of each day or when work stops.

END OF SECTION

SECTION 02781 – STABILIZED AGGREGATE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. The work of this section consists of all paving work and related items as indicated on the drawings and as specified herein and includes, but is not limited to the following:
 - 1. Stalok Stabilized Aggregate Paving Materials for two stone types A and B.
 - 2. Placement of Texas Cordova Cream stone pieces or approved equal into stone type A prior to compaction.
- B. Related Sections include the drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section. The Related Sections include the following:
 - 1. Division 2 Section "Earthworks" for excavation and compacted subgrade.
 - 2. Division 2 Section "Site Clearing"

1.2 DEFINITIONS AND SUBMITTALS

- A. Product Data: For materials other than aggregates.
- B. Product Data: For the following:
 - 1. Source and stone composition for aggregate.
 - a. Information to include size and strength of aggregates
 - 2. Source and stone composition for gravel base
 - 3. Stalok Paving Material including product for mixing with aggregate.
- C. Sieve Analyses: For aggregate materials, according to ASTM C 136.
- D. Samples for Initial Selection. Provide three (3) packaged 1 lb samples for each of the following:
 - 1. Manufacturer standard materials for initial selection
 - 2. A minimum of two locally available aggregate mixes adhering to the required color and size of aggregate specified for each application color ranges specified to use in stabilized aggregate paving.
 - a. For stone mix A: light beige/tan stone to match closely the Texas Cordova Cream
 - b. For stone mix B: brown to red stone to match closely the natural soil color
 - 3. Sized gravel for base material under stabilized aggregate paving.
 - 4. Stalok product for mixing into aggregate.
- E. Samples for Verification: Three (3) packaged 2 lbs samples for each of the following:

1. Selected aggregate for stabilized paving to be used, Type A & B
 2. Sized gravel for base material under stabilized aggregate paving.
- F. Material Certificates: For Stalok material. Include statements of material properties indicating compliance with requirements, including compliance with standards.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for unit pavers, indicating compliance with requirements.
1. Stalok Material Pavement, include durability test data performed on units subjected to three years' exposure to same general type of environment, temperature range, and traffic volume as expected for Project.

1.3 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of aggregate from one source that has resources to provide materials and products of consistent quality in appearance and physical properties.
- B. Installer Qualifications: Installer to provide evidence to indicated successful experience in installation of Stabilized surfacing:
1. Submit 3 locations of successful installations of same or equal product with reference contact.
- C. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Construct mock up of Stalok paving material for aggregate pavements at not less than (5) five foot by (15) fifteen foot.
 - a. Construct mock ups at different times using different batches of Stalok and aggregate. Note in writing field conditions and mix composition, identifying any difference in conditions or methods of application.
 - b. Locate mock-up panels in area directed by the Owners' Representative.
 - c. Schedule mock-up panels fabrication at least 30 days in advance of intended stabilized aggregate construction.
 - d. Notify Owners' Representative at least ten (10) days in advance of desired time for review of mock-ups.
 2. Continue to construct mock-ups until acceptable mock-up is produced (at no cost to the Owner). Acceptable mock-up shall be standard for texture, color and workmanship.
 3. Assure that mock-up complies with ¼ inch or less surface variation in accordance with handicapped access performance.
 4. Use same setting bed and mixes used in accepted mock-up in final work unless otherwise directed by the Owners' Representative.
 5. Protect accepted mock-up from damage until completion and acceptance of work represented by the mock-up.
 6. Approved mock up is to remain on site throughout the duration of construction until approval in writing is give for demolition and removal of approved mock up.

7. Approved mockups are not to become part of the completed Work.
 8. Remove Mock-up panels from site at completion of project.
- D. Preinstallation Conference: Conduct conference at Project site to review Stalok mock-up requirements including site preparation and readiness for paving and protection of pavements during on going construction operations. This meeting to be held in advance of constructing mock-up.

1.4 PERFORMANCE REQUIREMENTS

- A. The following standards and definitions are applicable to the work of the Section to the extent referenced herein:
1. Standard Specifications: Highway Department, Standard Specifications for Highways and Bridges, Latest Edition
 2. ASTM: American Society for Testing and Materials
 3. AASHTO: American Association of State Highway and Transportation Officials.
- B. Field Measurements: Each bidder is required to visit the site of work to verify the existing conditions. No adjustments will be made to the Contract Sum for variations in the existing conditions.
1. Where surfacing is indicated to fit with existing conditions and other construction, verify dimensions of other construction by field measuring before proceeding with the work
- C. Environmental Limitations: Do not install stabilized aggregate during rainy conditions or below 40 degrees Fahrenheit and falling.
- D. Install "Stalok" as per manufactures instruction and recommendations.
1. Notify Owner's Representative of specification requirements herein which deviate or conflict with Manufacturers' recommendations for sub-grade, base preparation and installation of stabilized aggregate paving.
 2. Do not proceed with installation until conflicts of installation requirements have been addressed in writing and accepted by the Owner.

1.5 TESTING AND INSPECTION

- A. The Owner reserves the right to test and inspect materials and construction of stabilized aggregate pavement for conformance to sample provided, consistence and level of compaction and other related performance characteristics and reject areas that are inconsistent, not fully compacted, not as approved samples or other related characteristics. Repairs will be made to achieve Owner satisfaction.

1.6 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
 - 1. Surface of installed walk surfaces complies with ¼ inch or less surface variation.
- B. Special Warranty: Contractor is to submit a written warranty agreeing to repair or replace stabilized pavement that fail either due to workmanship or materials. Failures include but are not limited to:
 - 1. Premature wear and tear, under normal use and conditions
 - 2. Failure of pavement to meet performance requirements.
- C. Warranty Period: Warranty Stabilized pavement installations for a period of one full year from Substantial Completion.
 - 1. Contractor to provide unconditional maintenance and repairs as required for a period of not less than 120 days.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store paving and stone materials as per the manufacturer's recommended delivery and storage instructions.
 - 1. Maintain proper temperatures during storage
- B. Store Stabilizer materials on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.

PART 2 - PRODUCTS

2.1 STABILIZER

- A. Stalok Paving Material is provided by
 - 1. Stabilizer Solutions Inc. 205 South 28th St., Phoenix, AZ 85034; phone (602) 225-5900, (800) 336-2468; fax (602) 225-5902; website stabilizersolutions.com; email lphubbs@stabilizersolutions.com

B. Aggregate: Crushed stone shall consist of inert materials that are hard and durable, with stone free from surface coatings and deleterious materials.

1. Gradation requirements as follows:

U.S. Sieve No.	Percent Passing by Weight
# 1/2"	95 – 100
# 3/8"	90 – 100
# 4	65 – 80
# 8	48 – 63
# 16	40 – 49
# 30	30 – 40
# 50	20 – 27
# 100	10 – 18
# 200	10 - 12

2. The sand equivalent an engineering measurement of the proportion of sand to silt and clay, will stay at a range of 35-55. As determined by ASTM D 2419 methodology.
3. The R-value shall have be a minimum of 70 determined by ASTM D2488.
4. Dense graded crushed stone base shall be furnished and installed as required and specified under herein and Earthworks specifications to bring gravel to not less than a 6 inch compacted base.
5. Aggregate to be used from approved Stabilizer Solutions stone distributors.
 - a. Available distributors include
 - Texas Architectural Aggregate, Inc.
 - San Saba, Texas 76877-0608
 - Tel: (325) 372-5105
 - Bilbrough Marble Division
 - 5409 S. U.S. Highway 281
 - Burnet, Texas 78611-4527
 - Tel: (512) 756-2184
 - b. Or approved equivalent
6. Aggregate selection will be selected from available aggregate mixes from stone distributor. Two selections will be made based on the following
 - a. Stone selection type A – light tan stone to match closely the Texas Cordova Cream of the Ney Museum Building
 - b. Stone selection by B - brown to red stone to match closely the natural soil color of the Ney Museum Property.

2.2 AGGREGATE BASE MATERIALS

- A. Graded Aggregate for base Course: Sound crushed stone or gravel complying with ASTM D 448 for Size No. 57. See also requirements in Section "Earthworks" for subgrade and base material and compaction rate.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Proof-roll prepared subgrade according to requirements in Division 02 Section "Earth Moving" to identify soft pockets and areas of excess yielding. Proceed with base and Stalok Paving Material installation only after deficient subgrades have been corrected and are ready to receive base course for porous paving.
 - 1. Make corrections necessary to base, installing gravel to elevations indicated and as required for proper installation and surface drainage
- B. Pre-soak base material with water prior to installing Stalok Paving Material as needed to compact base and as directed and approved by the Stabilizer Solutions.

3.2 SETTING-BASE INSTALLATION

- A. Compact soil subgrade uniformly to at least **95** percent (95%) of ASTM D 698 or ASTM D 1557 laboratory density.
- B. Width of base course shall be equal to or wider than the width of the stabilized surface if continuous lateral support is provided and curbing that is to remain in place. Where no curbing is used the base course to extend 8 inches beyond the finished surface width to either side
- C. Material shall be applied in lifts less than or equal to 3 inches thick, compacted and repeated; Each lift shall be compacted separately to specified density
 - 1. Rolling shall begin at sides and progress to center of crowned areas. Rolling shall continue until material does not creep or wave ahead of roller wheels
 - 2. Surface irregularities which exceed ¼ inch as measured by means of a 10 foot long straight edge, shall be removed and repaired.
- D. Subgrade and base course shall be kept clean and uncontaminated. Less select materials shall not be permitted to become mixed with base course. Materials spilled outside aggregate surface shall be removed and areas repaired.
- E. Portions of subgrade or of construction above which become contaminated, softened or dislodged by passing of traffic, or otherwise injured, shall be cleaned, replaced, recompacted, or

otherwise prepared to conform to the requirements of this specification before proceeding with next operation.

- F. Place aggregate base, compact by tamping with plate vibrator, and screed to depth indicated.

3.3 BLENDING

- A. Stalok Paving Material is a solely owned patented process.
- B. Blending procedures are performed only by a licensed Stalok Paving Material blender and can only be sold through licensed Stalok Paving Material Dealers.
- C. Blended Staylok aggregate material for specified paving is delivered to the site by the licensed Staylok Paving Material Dealer.

3.4 PLACEMENT AND COMPACTION

- A. Place Stalok Paving Material at depth that will compact to 2 inches when completed. Using a Paver Box, Paver, Crawler Paver, Asphalt Paver, Drag Box Paver, Pavement Profiler, Slip Form Paver, Pav-Saver Place Spreader or Equal Compact Stalok Paving Material in accordance with supplier direction.
 - 1. Specified compaction density is achieved by a 5-ton double-drum roller
 - 2. Compact material making 8 to 10 passes
 - 3. Use plate compactor on edges and hard to roll areas
 - 4. Loose material shall not be present on final surface
- B. Prior to compaction place a limited number of flat-sided, random, larger stone pieces ranging from 2 inches to 6 inches in the paving for stone type A under the direction of the Owner's Representative or Landscape Architect.
- C. There are no surface stone additives for stone type B.

3.5 WATERING

- A. Water the surface area with a light spray following compaction in accordance with manufacturer direction. Contractor shall take care as to not disturb the aggregate surface with watering spray action under pressure.

3.6 INSPECTION

- A. Finished surface shall be uniform and solid, with no evidence of chipping or cracking. Dried, compacted paving material shall be firm to full depth with no soft areas. Loose material shall not be present on the surface and no ruts shall be present.

1. Surface of installed walk surfaces complies with ¼ inch or less surface variation.

3.7 PROTECTION

- A. Contractor shall furnish and install construction fence around new paving. Construction fence shall be installed after installation of paving in such a way as to prevent public access to the area of new paving. Fencing shall be maintained in place for a minimum of 12 - 72 hours after completion of the paving installation, or as directed by the Owner' Representative

3.8 MAINTENANCE

- A. Remove debris, such as paper, grass clippings, leaves or other organic material by mechanically blowing or hand raking the surface as needed. Any plowing program required during winter months shall involve the use of a rubber baffle on the plow blade or wheels on the plow that lifts the blade 1/4" off the paving surface.

3.9 REPAIRS

- A. Excavate damaged area to the depth of the Stalok Paving material and square off edges to define repair zone.
- B. If area is dry, moisten damaged portion lightly and scarify.
- C. Apply lightly moistened pre-blended Stalok Paving Material to excavated area to finish grade.
- D. Compact with an 8" to 10" hand tamp or use a 1000 lb. roller. Keep traffic off areas for 24 to 48 hours after repair has been completed.

END OF SECTION 02781

SECTION 02824 – WIRE FENCE AND GATE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Installation of juniper post and wire fence along Avenue H and juniper wood and one milled lumber wire gate. Required materials are to include Contractor-supplied wire, fence fabric and milled lumber and additional juniper logs as required and Owner-furnished natural juniper logs.
- B. Related sections:
 - 1. Division 02 Section "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Division 02 Section "Earthworks" for excavation, filling, backfilling, and rough grading.

1.2 REFERENCES

- A. American Society for Testing and Materials:
 - 1. ASTM A 121-86 Zinc-Coated (Galvanized) Steel Barbless Wire.
 - 2. ASTM A 390-87 Zinc-Coated (Galvanized) Steel Poultry Fence Fabric (Hexagonal).

1.3 SUBMITTALS

- A. Product Data: For each type of Contractor-furnished product indicated.
 - 1. Submit three (3) copies of written certification from the manufacturer that the Contractor-furnished products conform to the requirements of this section, for the following
 - a. Gate Hardware including hinges and latching
 - b. Hexagonal bolt assembly
 - c. Screws
 - d. Adhesive
 - e. Woven wire Fabric
 - f. Tension/barbless wire and rods
 - g. Stapes and fasteners
- B. Material Certificates:
 - 1. For lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by ALSC's Board of Review.
- C. Certificates of Inspection: Issued by lumber grading agency for exposed wood products not marked with grade stamp.

D. Material Samples: for the following for overall finish and material quality.

1. Woven Wire Fabric – 8 inch square.
2. Milled lumber for fence gate members (2"x4" by 12" long)
3. Post, Juniper log post (same size dimension to be use at a 12 inch length)

E. Material Samples: for the following for overall finish and material quality.

1. Woven Wire Fabric – 8 inch square.
2. Milled lumber for fence gate members (2"x4" by 12" long)
3. Post, Juniper log post (same size dimension to be use at a 12 inch length)

1.4 MOCK UP

A. Fence panel Mock-up to be provided for review and quality of workmanship;

1. Mock up of a typical fence panel section at full size. Mock up to represent the workmanship and quality of installation and connections of fence construction. Mock up to include diagonal bracing at the end post, fastening of woven wire mesh and tension wire.
 - a. Approved mock up may become part of the finished work.

B. Fence Gate panel connection mock-up

1. Provide a mock up of the upper or lower gate panel showing the connection method for the horizontal and vertical panel members and both diagonal members.
 - a. Provide connection mock up of appropriate size to exhibit connection methods and materials.
 - b. Mock up shall not become part of the finished work.

1.5 QUALITY ASSURANCE

A. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED MATERIALS

- A. Barbless Wire: A strand of two 12-1/2-ga, galvanized wires twisted together. Wire shall be zinc-coated steel wire of at least 0.3 oz/ft² of coated surface area. The minimum breaking strength of each wire shall be 950 lb-force. The barbless wire shall conform to ASTM A 121.
- B. Woven-Wire Fabric: Shall be the height and design number shown on the drawings. The wire and design shall be according to ASTM A 390, woven wire 2 inch hexagonal poultry mesh, galvanized, 20-ga wire, 42 inch height.
- C. Staples: Staples shall be 9-gauge, galvanized, 1 1/2 inches long.
- D. Wood Screws: Galvanized ASME B18.6.1.
- E. Gate Hardware:
 - 1. Heavy duty J-bolt pivot hinge (s) galvanized finish
 - 2. Gate bolt slide sty latch, Stainless Steel finish
- F. Wood Post and Braces:
 - 1. Acceptable Wood Posts and Braces: Shall be sound single stem wood members. A bend in one plane is acceptable. Posts and brace rails will be full stem, Ashe juniper members with bark removed. Rough cut Post and brace rails will be Owner-furnished, harvested from the property and stockpiled on site. Owner must approve wood post and brace prototype.
 - 2. Additional post and brace rails if needed to satisfy the quality and dimensions specified, remaining rails will be Contractor-furnished and will conform to the same standards. Braces shall be 5 inches minimum diameter at the small end.
 - 3. Basis for Rejection: Posts are not acceptable when sweep causes a straight line joining the center of the top to the center of the butt to fall outside the body of the post, or at a point 2 inches or more from the center of the post. Posts that are twisted, rotted, excessively bent or have checks greater than 1/2 their thickness are not acceptable.
- G. Wood and Wire Gate: Shall be rough sawed members at dimensions indicated on the drawings. Honey locust, western red cedar, Ashe juniper or white oak, are acceptable without treatment. Wire panel will be the same galvanized woven-wire fabric as the fence.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Wood Post and Braces: Owner Stockpiled wood post shall be inventoried for compliance with the required quantity needed of the specified sizes and lengths required for construction of the wire fence and gate. A determination will be made as to the suitability of the available materials and need for additional posts to be supplied by the Contractor.
 - 1. Stockpiled posts shall be cut to suitable lengths for fence construction
 - 2. Stockpiled posts shall have bark removed for use in fence construction.

- B. Layout: Mark proposed alignment for fence and location of gate. Notify Owner's Representative of layout. Review gate, fence location and post spacing with Owners Representative, modify as directed prior to any excavation or installation activity.
 - 1. Coordinate new fence location with existing fence posts on site as indicated on the contract drawings.
 - 2. Adjust fence post locations based on actual site dimensions, coordinating fence gate location, end of stone wall and building as indicated on the contract drawings. Fence post locations may be placed at less than 8 feet on center to achieve equals distances between post on site for actual construction.

- C. Excavation, and Backfill: Conduct work with minimum disturbance to property. Focus activity along line of fence and location of gates. Dispose of debris at legal dump sites off the project site. Excavate for posts at locations shown on the drawings, and backfill and compact thoroughly once installation of fence and gates are complete.

3.2 INSTALLATION

- A. Setting Posts: Dig holes for setting wood posts to the depth as shown on the drawings for setting posts. Set posts plumb, and to the spacing, grades and depths shown on the drawings and approved in the field layout. Holes shall provide adequate open space around the post so that gravel backfill can be tamped the full depth around the post. Backfill gradually and uniformly with gravel around each post. Compact backfill firmly from the bottom of the hole to the ground surface.

- B. Corner Post, Gate Post, Corner Panel, Brace, and End Panel Assemblies: Construct as shown on the drawings. Construct end panels at the end of fence runs unless shown otherwise on the drawings.

- C. Wire: Stretch tightly and staple to wood posts. Wire is properly stretched when it is springy to the touch. Drive staples crosswise with the grain of the wood. The wire shall be free to move through the staples as it expands and contracts. Terminate wire at each end post, gate post, corner post, or stress panel. Wrap barbless wire around the post two times and tie off by

wrapping around the incoming wire a minimum of four times and secure with metal clamp fasteners..

- D. Gates: Installed according to the drawings and as recommended by the manufacturer, when applicable.
- E. Mechanical Gate Closers: Line up the latch with the gate. Adjust latch assembly after installation so that the latch does not bind and the gate hangs properly.

3.3 CLEAN UP

- A. Upon completion of fence construction and installation, clean areas within the contact limits, remove tools, and equipment, provide a clean, free of debris and suitable for subsequent construction operations. Remove all debris, rubbish and excess material.
- B. Excess materials not used for fence construction that include tension wire, woven wire fabric and other fasteners are to become the property of the owner for use in fence repair

END OF SECTION 02824

SECTION 02920 – TURF, NATIVE GRASSES AND WILDFLOWERS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the preparation for and distribution of seed mixes by type:
 - 1. Seed mix A (native grass mix)
 - 2. Seed mix B (native grass and wildflower mix)

- B. Related Sections include the following:
 - 1. Division 02 Section "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Division 02 Section "Earthworks" for excavation, filling, backfilling, and rough grading.
 - 3. Division 02 Section "Soils" for soil mixes, soil management and fine grading.
 - 4. Division 02 Section "Planting" for plant materials installation

1.2 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.

- B. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

- C. Native Grass: grass mixes A and B as specified herein.

1.3 SUBMITTALS AND SAMPLES

- A. Product Data: For each type of product indicated.
 - 1. Submit three (3) copies of each item

- B. Certification of Seed: From seed vendor for specified and approved seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging, identifying source, including name and contact information for of supplier.

- C. Three (3) samples, 1 lb packages, of each seed mix.

- ~~D. Product Data: for erosion-control jute mesh.~~

- E. Mulch Data: for type of mulch and tackifier

- F. Product Certificates: For approved fertilizer with manufacturer certificates.

- G. Material Test Reports: For seed and soil. Section 02310 "Soils" for Soil Testing requirements.
- H. Planting Schedule: Indicating anticipated planting dates for each type of planting.
- I. Maintenance Instructions: Recommended procedures established by the City of Austin for maintenance of native grasses during the calendar year after installation. Submit before expiration of required maintenance periods.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful native grass establishment and who has a minimum of 5 years experience with similar work.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Soil-Testing: Soil testing will be performed under Section 02310 Soils. Soils used for native grasses and wildflowers to be Approved Soils.
- C. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
- D. Coordination with Landscape Architect: Installer will send documentation of work to Landscape Architect for review.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver specified seed mixes in original sealed, labeled, and undamaged containers.

1.6 SCHEDULING

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: To be determined during the pre-construction conference.
 - 2. Fall Planting: To be determined during the pre-construction conference.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.7 NATIVE GRASS MAINTENANCE

- A. Begin maintenance immediately after each area is planted and continue until acceptable native grasses are established, but for not less than the following periods:

1. Native Grasses: 90 days from date of Substantial Completion.
 - a. When full maintenance period has not elapsed before end of growth season, or if native grasses are not fully established, continue maintenance during next growth season.
- B. Maintain and establish native grasses by watering, fertilizing, weeding, replanting, and other operations. Roll, regrade, and replant bare or eroded areas as required to produce a uniformly smooth, vigorous areas of native grasses.
- C. Watering: Native grass watering is to be provided by Contractor. Coordinate native grass watering schedule with Owner's Representative to keep grasses uniformly moist to a depth of 4 inches (100 mm).
 1. Irrigation system is not available, Contractor to arrange for water requirements to be met for germination of native grass.
- D. Do not mow native grass areas during establishment period.
- E. Native Grass Post-fertilization: Apply approved fertilizer after initial mowing and when grass is dry.
 1. Apply Slow-Release Natural Materials Fertilizer: Use even low nutrient level (3-3-3 or 4-4-4) granular or pelleted fertilizer consisting of 50 percent or less water-insoluble nitrogen, phosphorus, and potassium in the following composition.
 2. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) to native grass areas. Select fertilizer with approval of Owner's Representative.
- F. Maintenance Schedule: Provide written documentation of work to be completed according to schedule through warranty period.

PART 2 - PRODUCTS

2.1 SEED MIX A.

- A. Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Source: Item # 2808 Dam Slope Mix, to be obtained from Native American Seed, www.seedsource.com, 1-800.728.4043, or approved equivalent.
- C. Seed Species: Native grass seed as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed:
 1. Native Grass Seed: Fresh, clean, dry, new seed, mixed species, proportioned by weight as follows:
 - a. 31.14% Buffalograss (*Bouteloua dactyloides*)

- b. 12.97% Blue Grama (*Bouteloua gracilis*)
- c. 9.08% Sideoats Grama (*Bouteloua curtipendula*)
- d. 9.08% Prairie Wildrye (*Elymus Canadensis*)
- e. 8.28% Little Bluestem (*Schizachyrium scoparium*)
- f. 7.78% Eastern Gamagrass (*Tripsacum dactyloides*)
- g. 6.99% Indiangrass(*Sorghastrum nutans*)
- h. 6.24% Big Bluestem (*Andropogon gerardii*)
- i. 4.14% Green Sprangletop (*Leptochloa dubia*)
- j. 2.10% Sand Lovegrass (*Eragrostis trichodes*)
- k. 1.05% Sand Dropseed (*Sporobolus cryptandrus*)
- l. 0.50% Switchgrass (*Panicum virgatum*)
- m. 0.25% Curly Mesquite (*Hilaria belangeri*)
- n. 0.25% Texas Cupgrass (*Eriochloa sericea*)
- o. 0.10% Cane Bluestem (*Bothriochloa barbinodis*)
- p. 0.05% Bushy Bluestem (*Andropogon glomeratus*)
- q. 100.00% Total native grasses

- D. Seed Carrier: If needed for even distribution mix inert material, sharp clean sand or perlite, with seed at a ratio of not less than two parts seed carrier to one part seed.

2.2 SEED MIX B.

- A. Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Source: Item # 1811 Native Trail Mix, to be obtained from Native American Seed, www.seedsource.com, 1-800.728.4043, or approved equivalent.
- C. Native Grass Seed: Fresh, clean, dry, new seed, mixed species as follows:
 - 1. 13.25% Buffalograss (*Bouteloua dactyloides*)
 - 2. 5.70% Blue Grama (*Bouteloua gracilis*)
 - 3. 5.67% Prairie Wildrye (*Elymus Canadensis*)
 - 4. 5.65% Virginia Wildrye (*Elymus virginicus*)
 - 5. 4.26% Little Bluestem (*Schizachyrium scoparium*)
 - 6. 4.26% Texas Cupgrass (*Eriochloa sericea*)
 - 7. 2.84% Sideoats Grama (*Bouteloua curtipendula*)
 - 8. 0.95% Cane Bluestem (*Bothriochloa barbinodis*)
 - 9. 0.95% Green Sprangletop (*Leptochloa dubia*)
 - 10. 0.94% Sand Lovegrass (*Eragrostis trichodes*)
 - 11. 44.47% Subtotal Native Grasses
- D. Mix wildflower seed with grass species in specified proportions:
 - 1. 11.35% Texas Bluebonnet (*Lupinus subcarnosus*)
 - 2. 5.70% Drummond Phlox (*Phlox drummondii*)
 - 3. 5.68% Indian Blanket (*Gaillardia pulchella*)
 - 4. 5.68% Lanceleaf Coreopsis (*Coreopsis lanceolata*)

5. 4.50% Cutleaf Daisy (*Engelmannia pinnatifida*)
6. 4.26% Huisache Daisy (*Amblyolepis setigera*)
7. 4.26% Purple Prairie Clover (*Dalea purpurea* var. *purpurea*)
8. 3.50% Gayfeather (*Liatris mucronata*)
9. 1.90% Clasping Coneflower (*Dracopis amplexicaulis*)
10. 1.89% Lemon Mint (*Monarda citridora*)
11. 1.14% Golden-Wave (*Coreopsis basilis*)
12. 0.95% Black-eyed Susan (*Rudbeckia hirta*)
13. 0.95% Plains Coreopsis (*Coreopsis tinctoria*)
14. 0.95% Purple Coneflower (*Echinacea angustifolia*)
15. 0.66% American Basketflower (*Centaurea Americana*)
16. 0.47% Bush Sunflower (*Simsia calva*)
17. 0.47% Greenthread (*Thelesperma filifolium*)
18. 0.47% Mexican Hat Red (*Ratibida columnifera*)
19. 0.47% Standing Cypress (*Ipomopsis rubra*)
20. 0.19% Prairie Coneflower (*Ratibida columnifera*)
21. 0.09% Maximilian Sunflower (*Helianthus maximiliani*)
22. 55.53% Subtotal native wildflowers
23. 100.00% Total native grasses and wildflowers

- E. Seed Carrier: If needed for even distribution mix inert material, sharp clean sand or perlite, with seed at a ratio of not less than two parts seed carrier to one part seed.

2.3 FERTILIZER

- A. Slow-Release Fertilizer: Granular or pelleted fertilizer for native grasses as approved by Owner's Representative, consisting of equal parts water-insoluble nitrogen, phosphorus, and potassium in a low intensity composition such as 4-4-4.

2.4 SOIL

- A. Soil: See Division 02 Section 02310 "Soils" for soil requirements and testing.

2.5 MULCHES

- A. Preferred Mulch: To be selected with Owner's Representative for each native grass seed mix. Mulch alternatives are
1. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
 2. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic; free of plant-growth or germination inhibitors; with maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
 3. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

Asphalt emulsion below may be used as a tackifier in hydro-seeded slurry or to temporarily bond straw mulch in place.

2.6 EROSION-CONTROL FIBER MESH MATERIALS

- A. Erosion-Control Fiber Mesh: For 1 to 1.6 slope area install biodegradable twisted jute, a minimum of 0.92 lb/sq. yd. (0.5 kg/sq. m), with 50 to 65 percent open area. Do not use product with integrated plastic mesh. Secure with biodegradable corn starch anchors, 6 inches (150 mm) long at manufacturer's recommended intervals to secure jute mesh.
 - 1. Jute Netting available at
 - a. Fabriscape inc. Landscape Fabrics & Erosion Control Products
Bedford Park IL 60638 1-800-992-0550
 - b. Or approved equivalent

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive native grass seed mixes for compliance with soil preparation and fine grading, and other requirements and conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Limit movement on prepared grades to prevent damage to fine grading and cause erosion.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 NATIVE GRASS PLANTING PREPARATION

- A. All soils are to meet the specifications as defined in Section 02310 Soils specification.
- B. Limit native grass subgrade preparation to areas to be planted.
- C. Newly Graded and Disturbed areas: Scrape or machine-tooth undisturbed subgrade for an irregular profile. Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off City of Austin's property.

1. Spread approved soil mix to achieve final grades.
 2. Place soil in maximum 6-inch lifts and compact to 85% dry density. Complete soil placement as required to achieve final grades.
 3. Overall depth of approved soil for native grass seed mixes in newly filled areas is **6 inches (152 mm)** but not less than required to meet finish grades after compaction and natural settlement. Leave finish elevation approximately 1/4" below finished pavement surfaces.
 4. Do not spread if soil or subgrade is, muddy, or excessively wet.
- D. **Compacted Areas:** For native grasses to be planted in areas compacted by construction activities that include material staging, stockpiling and equipment and vehicular access or construction operations, prepare surface soil as follows:
1. Remove area of contaminated soils that contain oils, hydrolic fluids, chemicals and or other materials used for work on the building.
 2. Topdress with 2 inchs approved soil.
 3. Till soil, thoroughly mixing in the approved soil to a dept of not less than 12 inches
 4. Grade area to remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, trash, and other extraneous matter.
 5. Fine Grade to desired finsh elevation
 6. Evenly broadcast native grass seed mix over entire area and mulch.
- E. **Unchanged Grades:** For native grasses to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
1. Aerate existing turf surface.
 2. Topdress with 1 inch approved soil.
 3. Rake surface of area to be seeded, remove plugs that have not been dispersed during raking operations.
 4. Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, trash, and other extraneous matter.
 5. Evenly broadcast native grass seed mix over entire area.
 6. Mulch with appropriate material
 7. Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, trash, and other extraneous matter.
- F. Legally dispose of waste material off City of Austin's property
- G. **Finish Grading:** Grade planting areas to a smooth, uniform surface with loose, uniformly fine texture free of clods and non-soil materials. Grade to within minus 1/2 inch (13 mm) of finish elevations. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- H. Moisten prepared native grass areas before planting if soil is dry. Water thoroughly and allow surface to dry before seeding. Do not create muddy soil.
- I. Fine grade as required to repair any damage to soil surfaces prior to seeding areas. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

- J. Apply jute mesh materials as detailed and in accordance with Manufacturer's Recommendations for installation.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Native Grass Plating Preparation" Article.
- B. For erosion-control fabric mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten with cornstarch anchors at intervals recommended by manufacturer.

3.5 SEEDING: SEED MIX A

- A. Sow seed evenly with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
- B. Sow seed at the rate of 80 lbs per acre. Or as recommended by seed supplier for specific seed mixes. Sow for even coverage.
- C. Rake seed lightly into top 1/16 inch (1.6 mm) of topsoil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes not exceeding 1:3 by spreading approved mulch. Spread mulch uniformly at a minimum rate of 2 tons/acre (42 kg/92.9 sq. m) to form a continuous blanket 1-1/2 inches (38 mm) in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.
- E. Protect seeded areas from hot, dry weather or drying winds by applying a fine cover of approved soil mix within 24 hours after completing seeding operations. Soak and scatter mulch uniformly to a depth of 3/16 inch (4.8 mm) and roll to a smooth surface.
- F. Water newly planted areas and keep moist until native grasses are established.

3.6 SEEDING: SEED MIX B

- A. Sow seed evenly with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
- B. Sow seed at the rate of 40 lbs per acre. Or as recommended by seed supplier for specific seed mixes. Sow for even coverage.

- C. Rake seed lightly into top 1/16 inch (1.6 mm) of topsoil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes not exceeding 1:3 by spreading approved mulch. Spread mulch uniformly at a minimum rate of 2 tons/acre (42 kg/92.9 sq. m) to form a continuous blanket 1-1/2 inches (38 mm) in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.
- E. Protect seeded areas from hot, dry weather or drying winds by applying a fine cover of approved soil mix within 24 hours after completing seeding operations. Soak and scatter mulch uniformly to a depth of 3/16 inch (4.8 mm) and roll to a smooth surface.
- F. Water newly planted areas and keep moist until native grasses are established.

3.7 EXISTING TURF RENOVATION

- A. Renovate existing turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
- B. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.
- C. Mow, de-thatch, core aerate, and rake existing turf.
- D. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Government's property.
- E. Apply approved soil as required to establish final grades without irregularities. Provide new planting soil to fill low spots and meet finish grades.
- F. Seed all damaged areas to be renovated with approved seed mix for the area.
- G. Water newly planted seed areas with irrigation system and keep moist until new grasses are established.

3.8 NATIVE GRASS MAINTENANCE

- A. Maintain and establish native grasses by watering, fertilizing, weeding, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch as needed. Provide seed mixes, materials and installation the same as those used in the original installation.
 - 1. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor-as-required to prevent displacement.
- B. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep native grasses uniformly moist to a depth of 4 inches (100 mm).

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 2. Water native grass areas with fine spray at a minimum rate of 1 inch (25 mm) per week for six (6) weeks after planting unless rainfall precipitation is adequate.
- C. Do not mow native grasses or existing turf during establishment period.
- D. Postfertilization: Apply fertilizer after initial establishment period and when grass is dry.
1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) to native grass areas

3.9 SATISFACTORY NATIVE GRASS AREAS

- A. Satisfactory Native Grass Seeded Areas: At end of maintenance period, a healthy, uniform, close stand of native grasses has been established, free of weeds and surface irregularities, with coverage exceeding [90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm)].
- B. Reestablish areas of native grasses that do not comply with requirements and continue maintenance until areas are satisfactory.

3.10 WATERING RATE

- A. Water native grass areas with fine spray at a minimum rate of 1 inch (25 mm) per week for six (6) weeks after planting unless rainfall precipitation is adequate.

3.11 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by native grass seeding and lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after native grasses are established.
- C. Remove erosion-control measures after grass establishment period.

END OF SECTION 02920

SECTION 02930 - PLANTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section addressees new plantings as shown by type to include:

1. Planting of Deciduous Trees
2. Planting of Evergreen Trees
3. Planting of Flowering Trees
4. Planting of Shrubs
5. Planting of Herbaceous Plants

B. Related Sections:

1. Division 02 Section "Tree Removals" for protection of existing trees and plantings
2. Division 02 Section "Site Clearing" for topsoil stripping and stockpiling.
3. Division 02 Section "Earthworks" for excavation, filling, backfilling, and rough grading.
4. Division 02 Section "Soils" for soil mixes, soil management and fine grading.
5. Division 02 Section "Turf and Native Grasses" for plant materials installation

1.2 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Burlapped Trees: Exterior trees dug with large, firm, natural balls of earth in which they are grown. Tree balls must include no less than three major roots, distributed relatively evenly around the trunk, and a system of minor roots. Root forms with "J" shapes from growth restriction and circling or girdling roots from poor culture will be rejected. Root flares should be visible at the surface of the ball. Trunks should be free of shipping or cultural damage without visible wounds, scars or nicks. Firm, wrapped ball size is to be equal to or above the diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required. Balls are to be wrapped, tied, rigidly supported by wire cage, and drum laced as recommended by ANSI Z60.1.

C. Balled and Burlapped Shrubs: Exterior flowering shrubs dug with large, firm, natural balls of earth in which they are grown. Shrub balls must include no less than five major roots and a system of minor roots. Root forms with "J" shapes from growth restriction and circling or girdling shapes from poor culture will be rejected. Root flares should be visible at the top surface of the ball. No less than four separate stems should be present without crossing or rubbing each other. Stems should be free of shipping or cultural damage or evidence of disease or insects. Ball size is to be equal to or above the diameter and depth recommended by

ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported by wire mesh or cage, and drum laced as recommended by ANSI Z60.1

- D. Container-Grown Stock: Healthy, vigorous, well-rooted flowering shrubs at specified sizes grown in a container with sufficient space for a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Root forms with "J" shapes from container growth restriction and circling or girdling shapes from poor culture will be rejected. Root flares should be visible or within ½ inch of the top surface of the ball. No less than four separate stems should be present without crossing or rubbing each other. Stems should be free of shipping or cultural damage or disease or insects. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized above or at the required size according to ANSI Z60.1 for type and size of exterior shrub required.
- E. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of plant required.
- F. Finish Grade: Elevation of finished surface of planting soil. Position root flares of trees and shrubs are to be located at finish grade or slightly above finish grade (1 inch) as planted.
- G. Well-branched Specimen: Where three or more main stems arise from the ground from a single root mass to form a well-defined, vigorous flowering shrub. Where a flowering tree with 1 to 3 main stems arise from the ground from a single root mass to form a well-defined, vigorous tree with a symmetrical array of branches. Where a deciduous canopy tree with a single trunk branches at 7 feet above the root flares and higher in a pattern of multiple branches, no less than five in count, that form a healthy tree crown typical of the genus and species. Where an evergreen tree with a single trunk branches continuously above the root flares in a pattern of multiple branches, that form an evenly distributed, healthy tree crown typical of the genus and species.
- H. Well-Rooted: A root mass on a deciduous or evergreen tree that exhibits at least three main roots dispersed relatively evenly around the main trunk and a netted system of secondary and tertiary roots. This root system will result from adequate growth by transplanting or root pruning. Trees will be rejected with fewer than three main roots, "J" root forms, circling or girdling root forms.
- I. Approved Soil: As defined in the section 02310 Soils for use in planting as required to achieve planting heights at surrounding grades.
- J. Subgrade: Surface or elevation of undisturbed subsoil remaining after completing excavation to required depth for planting in accordance with details.
- K. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- L. Organic Mulch: Bark mulch that is whole, dry and does not exhibit rot suitable as a top dressing for the soil area directly around individual trees and shrubs, and the soil area of defined planting beds.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each of the following:
 - 1. Organic mulch, in labeled plastic bags.
 - 2. Fertilizer labels with composition and application instructions and fully labeled sealed sample bags for project use.
- C. Qualification Data: For qualified landscape Installer with a minimum of 5 years experience with similar work.
- D. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 - 1. Manufacturer's certified analysis for standard products.
- E. Material Test Reports: For existing soil and imported topsoil.
 - 1. See Specifications Section 02310 Soils for testing requirements.
- F. Planting Schedule: Indicating anticipated planting dates for exterior plants.
- G. Maintenance Instructions: Recommended procedures to be followed for maintenance of exterior plants during the guarantee period of 12 months.
- H. Warranty: Written warranty for guarantee period with all terms and conditions.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
 - 1. See Specification Section 02310 Soils for Soil Testing Lab Requirements.
- C. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory.
 - 1. See Specification Section 03210 Soils for testing requirements.

- D. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, American Standard for Nursery Stock.
- E. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches (150 mm) above the ground for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above the ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
- F. Observation: Owner's Representative may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Owner's Representative retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
 - 1. Notify Owner's Representative of sources of planting materials fourteen (14) calendar days in advance of delivery to site. Site inspection at place of origin may be arranged at the option of the Owner's Representative.
- G. Pre-installation Conference: Conduct conference at Project site. Schedule pre-installation conference with job progress meeting.
- H. Coordination with Landscape Architect: Installer will send documentation of work to Landscape Architect for review.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver exterior plants freshly dug or properly stored and water and protect balls from direct sunlight, heat and drying after digging.
- B. Do not prune trees and shrubs before delivery or after delivery. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.
- C. Handle planting stock by root balls or containers not trunks or branches.
- D. Deliver exterior plants after preparations for planting have been completed and install without delay. Hold plants for no more than one week. If planting is delayed more than 12 hours after delivery, set exterior plants and trees in shade, protect from weather and mechanical damage, and keep root balls water and moist.
 - 1. Set balled stock directly on soil surface of the ground, not pavement, or on filter fabric in approved stockpile area of site.
 - 2. Cover ball with soil, organic mulch, or other acceptable material.

3. Hold container-grown stock in containers in shade or covered with soil, organic mulch, or other acceptable material.
4. Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.6 PROJECT CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 1. Spring Planting: period will be determined at the time of contract award
 2. Fall Planting: period will be determined at the time of contract award
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions and site conditions permit planting to be performed according to manufacturer's written instructions and warranty requirements.
- C. Coordination with Lawns: Plant trees and shrubs after finish grades are established and before planting of turf and meadow areas unless otherwise acceptable to Owner's Representative.
 1. When planting trees and shrubs after turf and meadow planting, protect completed areas from damage during planting operations. Promptly repair damage caused by planting operations.

1.7 WARRANTY

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 - b. Structural failures including plantings falling or blowing over.
 2. Warranty Periods from Date of Substantial Completion:
 - a. Trees and Shrubs: One year from date of Substantial Completion.
 - b. Ground covers and Herbaceous Materials: One year from date of Substantial Completion.
 3. Include the following remedial actions as a minimum:
 - a. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
 - b. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period as determined by Owner's Representative.
 - c. Provide extended warranty for replaced plant materials; warranty period equal to original warranty period.

1.8 MAINTENANCE SERVICE

- A. Initial Maintenance Service for Trees and Shrubs: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below.
 - 1. Maintenance Period: Twelve (12) months from date of Substantial Completion.
- B. Initial Maintenance Service for Herbaceous Plants: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below.
 - 1. Maintenance Period: Twelve (12) months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, that are well-branched specimens, with healthy well rooted as defined. All plants are to be symmetrically shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as misshapen or inadequate root systems, J roots, girdling roots, trunk damage, splits, wounds, bark abrasion and disfigurement.
- B. Provide trees and shrubs of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Owner's Representative, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at the root flare, not at the level of any soil overburden, according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Label each tree with securely attached, waterproof tag bearing legible designation of botanical and common name.
- E. Label at least one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- F. If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.

2.2 SHADE AND FLOWERING TREES

- A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.
 - 1. Provide balled and burlapped trees.
 - 2. Branching Height: Above 7'-0" for shade trees
 - 3. Branching height 4' 6" feet for flowering trees
- B. Flowering Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; stem form as follows:
 - 1. Stem Form: Single to triple trunk as selected.
 - 2. Provide balled and burlapped trees.

2.3 DECIDUOUS SHRUBS

- A. Form and Size: Shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.
 - 1. Shrub sizes indicated are sizes after pruning.
 - 2. Provide balled and burlapped or container-grown shrubs.

2.4 CONIFEROUS EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, coniferous evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1.
- B. Form and Size: Specimen quality as described, symmetrically shaped coniferous evergreens.
 - 1. Single Trunk: Uniformly branched
 - 2. Shearing Designation: Natural, or lightly sheared (LS).
 - 3. Provide balled and burlapped trees unless otherwise indicated.

2.5 PLANTS

- A. Herbaceous Materials: Provide full, healthy, vigorous, disease-free plants of species and variety specified, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.

2.6 PLANTING SOIL

- A. Planting Soil: See specification 02310 Soils for planting soil requirements.

2.7 FERTILIZER

- A. Fertilizer: Commercial-grade complete fertilizer of the following brand names or approved equal:
1. Plantone for deciduous plantings at manufacturer specified rates of application.
 2. Hollytone for evergreen and acid loving plantings at manufactures specified rates of application.
 3. Roots micronutrient fertilizer for root recovery and growth.

2.8 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
1. Type: pine bark, mini chips. (mini) ½” to 1” diameter for trees and planting beds free from deleterious materials.

2.9 TREE STABILIZATION MATERIALS

- A. Stakes and Guys to be used to stabilize trees at Owner’s Representative direction. Use the following:
1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal (38-by-38-mm actual) by length indicated, pointed at one end.
 2. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes
 3. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, 2-strand, twisted, 0.106 inch (2.7 mm) in diameter.
 4. Hose Chafing Guards: Reinforced rubber or plastic hose at least 1/2 inch (13 mm) in diameter, green or black cut to 10-inch lengths required to protect tree trunks from damage.
 5. Flags: Standard surveyor’s plastic flagging tape, white, 6 inches (150 mm) long.

2.10 MISCELLANEOUS PRODUCTS

- A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer’s written instructions. Do not use antidesiccant on *Arborvitae/Thuja occidentalis*.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Owner's Representative's acceptance of layout before planting. Make minor adjustments as required.
- D. Lay out planting bed plants at locations directed by Owner's Representative. Stake locations of individual trees and shrubs and outline areas for multiple plantings.
- E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

3.3 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Locations: Stake plant and bed locations on site. Secure approval of Owner's Representative of stake out locations prior to planting undertaking operations.
- B. Planting Excavations: Excavate circular pits with sides flat or sloped outward to width of tree or shrub canopy plus 12 inches. For beds excavate approved planting area as staked. For all plantings dig hole to 2" deeper than burlap ball depth and 6" wider than branches to both sides for 12 inches wider than ball overall.

- C. Planting Soil: Make clear, organized excavated soil pile. Remove clods, stones, grass, from dug soil pile. Set some soil aside to reduce volume to ½. Add equal quantity of approved soil and mix in fertilizer as required. Excavate to a regular depth as required by plant balls in accordance with the planting details. Flatten entire base of excavation. Add six inches of approved soil mix (combined from excavation free of debris and approved soil or approved amendments). Partially fill planting hole with mixed soil. Step to tamp for 6 inches of tamped soil mix depth. Tamped soil depth should locate planting ball at 1 inch above surrounding finished grade.
- D. Obstructions: Notify Owner's Representative if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
 - 1. Hardpan Layer: Drill 6-inch (150-mm) diameter holes, 24 inches (600 mm) apart, into free-draining strata or to a depth of 4 feet (1.25 m), whichever is less, and backfill with approved free-draining material.
- E. Drainage: Notify Owner's Representative if subsoil conditions evidence unexpected water seepage or water retention in tree or shrub pits.
- F. Fill excavations with water and allow to percolate away before placing soil mix or trees and shrubs. Percolation must proceed at a rate of no less than eighteen inches (450 mm) per hour.

3.4 TREE AND SHRUB PLANTING

- A. Before planting, untie and peel back burlap and trim to edge of wire cage to expose top of ball. Verify that root flares are visible at top of root ball according to ANSI Z60.1, or proceed to expose root flares by careful surface soil removal around the trunks and stems. Verify that no "J" roots or girdling roots are present.
- B. Place plant in center of planting hole or in position required in planting bed. Check root flare locations and adjust plant height to 1" above undisturbed grade. Use 2" above grade for all *Quercus* species.
- C. Set balled and burlapped stock plumb and in center of pit or trench with top of root ball 1 inch (25 mm) above adjacent finish grades. Use 2 inches (50 mm) above adjacent finish grades for oaks/*Quercus* species and *Arbovitae/Thuja occidentalis*. Cut top row of ball wire cage off. Loosen and trim natural burlap to meet wire edge.
 - 1. After placing root ball in excavation cut and remove entire upper portion of wire basket from root ball. Cut wire basket off in small sections. Clip all remaining sections of lower half of wire basket, remove portions of wire leaving limited amounts of horizontal pieces. Clip multiple sections of wire around ball and remove leaving about ½ of wire cage intact. Remove wire without breaking root ball. Cut away and remove some pieces of burlap from sides, but do not remove from under root balls.
 - 2. Do not use planting stock if root ball is cracked or broken in transit and before or during planting operations.
 - 3. Place planting soil mix around root ball in layers, step tamping to settle mix and eliminate voids and air pockets as fill operation progresses. When pit is approximately one-half

backfilled, water thoroughly and allow to drain. Continue placing remainder of fill to meet surrounding grade minus 2" at edge. Form 4" high watering saucer beyond edge of tree or shrub branches. Water in new planting twice to drain through. Smooth soil surface.

- D. Set container-grown stock plumb and in center of pit or trench with top of root ball 1 inch (25 mm) above adjacent finish grades.
 - 1. Carefully remove root ball from container without damaging root ball or plant.
 - 2. Open roots of root ball that have been restricted from container to ensure normal root growth direction following planting operations. Cut (slice through) restricted roots at the surface in a minimum of 4 locations at equal spaces around the root ball to encourage lateral spreading of new roots.
 - 3. Plant container stock following the exact protocol for balled and burlapped stock.

- E. Organic Mulching: Trim sharp, consistent bed or tree circle edges. Remove clods, grass, etc. Tamp soil to precise elevation over ball, entire planting surface and at edge. Firm and smooth all grades. Place consistent 2" mulch layer over open soil to sharp edge of planting circle or bed. Apply 2-inch (50-mm) average thickness of organic mulch extending to the edge of the approved excavation. Taper mulch to nothing at the trunk or stems. Do not place mulch within 1 inch (25 mm) of trunks or stems.

3.5 HERBACEOUS PLANTING

- A. Set out and space ground cover and plants as indicated on the contract drawings and as approved on site by the Owner's Representative.
- B. Prepare planting bed as indicated on contract drawings and to promote spreading of roots, and backfill with planting soil.
- C. Tamp and work soil around root balls and roots to eliminate air pockets and leave crown of plants slightly higher than surrounding soil for mulch application.
- D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil or mulch.
- E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.6 TREE AND SHRUB PRUNING

- A. No tree pruning is anticipated. If a new tree or shrub is damaged during planting operations, consult with Owner's Representative for assessment and action required. Replacement of damaged material may be required.
- B. Obtain approval from Owner's Representative prior to any pruning.

3.7 TREE STABILIZATION

- A. Trunk Stabilization: Unless otherwise indicated do not guy or stake trees. When directed or if needed, provide trunk stabilization as follows and as indicated on contract documents:
 - 1. Upright Staking and Tying: Stake trees of 2- through 5-inch (50- through 125-mm) caliper. Stake trees of less than 2-inch (50-mm) caliper only as required to prevent wind tip-out. Use a minimum of 3 stakes of length required to penetrate at least 18 inches (450 mm) below bottom of backfilled excavation and to extend at least 72 inches (1830 mm) one third of trunk height above grade. Set vertical stakes and space to avoid penetrating root balls or root masses. Space stakes equally around trees.
 - 2. Support trees with bands of flexible ties or two strands of tie wire encased in hose sections at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

3.8 PLANTING BED and TREE MULCHING

- A. Mulch backfilled surfaces of planting beds and tamped soils circles with watering saucers around trees other areas indicated. Provide mulch ring around trees in seeded areas. Do not allow seeding within mulch rings.
 - 1. Organic Mulch: Apply 2-inch (50-mm) even thickness of organic mulch, and finish level with adjacent finish grades. Do not place mulch against plant stems. Do not leave any bare soil surface in mulch area.
 - 2. Soil to be completely covered with 2 to 2 ½" thick pine bark chips (mini)

3.9 PLANT MAINTENANCE

- A. Tree, Shrub and Fern Maintenance: Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, adjusting and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray or treat as required using Owner approved non-toxic practices to keep trees and shrubs free of insects and disease.
- B. Maintenance Schedule: Provide written documentation of work to be completed according to schedule through warranty period.

3.10 CLEANUP AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Fine grade all disturbed lawn areas adjacent to tree and shrub plantings for smooth continuous surface. Seed turf and meadow seed as specified to fill any disturbed areas. Avoid over seeding

into planted areas or on mulch surfaces. Place seedless hay on newly seeded areas and commence watering regime.

- C. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

3.11 DISPOSAL

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 02930

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Concrete formwork
- B. Concrete for composite floor construction
- C. Floors and slabs on-grade
- D. Slabs on-grade for exterior stone paving
- E. Concrete footings and underpinning
- F. Concrete reinforcement
- G. Miscellaneous concrete elements, including equipment pads, etc.
- H. Joint devices associated with concrete work
- I. Concrete curing

1.2 RELATED SECTIONS

- A. Section 02620 - Subdrainage
- B. Section 02300 - Earthwork
- C. Section 04460 - Stone Masonry
- D. Section 07920 - Joint Sealants

1.3 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Acquire cement from same source and aggregate from same source for entire project.
- C. Follow recommendations of ACI 305R when concreting during hot weather.
- D. Follow recommendations of ACI 306R when concreting during cold weather.

1.4 UNIT PRICES - MEASUREMENT AND PAYMENT

- A. Concrete - Slab-on-Fill, or Slab-on-Grade: Includes formwork, reinforcement, concrete, placement accessories, consolidating and leveling, troweling, and curing. Provide unit price by:
 - 1. Square foot.
 - 2. Cubic yard.
- B. Concrete - Vertical in Forms: Includes formwork, reinforcement, concrete, placement accessories, consolidating, and curing. Provide unit price by:
 - 1. Square foot.
 - 2. Cubic yard.
- C. Concrete - Miscellaneous Locations: Includes formwork, reinforcement, concrete, placement accessories, consolidating, and curing. Provide unit price by:
 - 1. Square foot.
 - 2. Cubic yard.
- D. Concrete - Grouting: Includes preparation of substrate, grout, placement, consolidating, troweling, and curing. Provide unit price by the cubic yard.
- E. Construction Joint Devices: Includes component, accessories, and installation. Provide unit price by the linear foot.

1.5 REFERENCES

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute.
- B. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute.
- C. ACI 302.1R - Guide for Concrete Floor and Slab Construction; American Concrete Institute.
- D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute.
- E. ACI 305R - Hot Weather Concreting; American Concrete Institute.
- F. ACI 306R - Cold Weather Concreting; American Concrete Institute.
- G. ACI 318 - Building Code Requirements for Reinforced Concrete and Commentary; American Concrete Institute.
- H. ACI 347 Recommended Practice for Concrete Formwork.
- I. ASTM A 185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- J. ASTM A 615/A 615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

- K. ASTM A 767/A 767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
- L. ASTM A 775/A 775M - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.
- M. ASTM C 33 - Standard Specification for Concrete Aggregates.
- N. ASTM C 39/C 39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- O. ASTM C 94/C 94M - Standard Specification for Ready-Mixed Concrete.
- P. ASTM C 150 - Standard Specification for Portland Cement.
- Q. ASTM C 171 - Standard Specification for Sheet Materials for Curing Concrete.
- R. ASTM C 173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
- S. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete.
- T. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- U. ASTM C 330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
- V. ASTM C 494/C 494M - Standard Specification for Chemical Admixtures for Concrete.
- W. ASTM C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
- X. ASTM C 685 - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.
- Y. ASTM C 881 - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.
- Z. ASTM C 1059 - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete.
- AA. ASTM C 1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
- BB. ASTM D 994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- CC. ASTM D 1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
- DD. ASTM D 3963/D 3963M - Standard Specification for Fabrication and Job-Site Handling of Epoxy Coated Reinforcing Steel Bars.
- EE. COE CRD-C 513 - COE Specifications for Rubber Waterstops; Corps of Engineers.

1.6 SUBMITTALS

- A. See Section 01300 for submittal procedures.
- B. Mix designs performed within the last six months by an independent testing laboratory or concrete supplier which meet the requirements of this Section.
- C. The mix design shall include:
 - 1. Proportioning of all materials
 - 2. Slump
 - 3. Air entrainment
 - 4. 7 and 28-day compressive strength historical data
 - 5. Sieve analysis and source of fine and coarse aggregates.
- D. Furnish Engineer with copies of batch tickets for each batch of concrete delivered to job-site.
- E. Reinforcing steel shop drawings detailing reinforcement, fabrication, and bar placement. Shop drawings shall clearly indicate the location, size, spacing, splices and piece-mark for all reinforcing steel, the shop drawings shall provide sufficient detail to permit placement of reinforcement without the use of the design drawings. The shop drawings shall include a complete bill of materials for all reinforcing steel. Fabrication of the reinforcing steel shall not commence until acceptance of the shop drawings.
- F. Proposed layout and location of concrete construction and control joints.
- G. Product Data: Submit manufacturers' data on manufactured products.
- H. Samples: Submit two, 12-inch long samples of waterstops and construction joint devices.
- I. Field samples: Prior to disposal of existing concrete from window wells, fabricate 12 inch square by 4 inch thick concrete samples using a range of colorant, aggregate sources, and/or surface finish techniques for selection by the City Representative of a match to the existing window well concrete. Retain selected sample on site until completion of the work. Sample shall be the aesthetic standard for new exposed concrete at the window wells.
- J. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent construction for concrete accessories.
- K. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

1.7 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- D. Tests of concrete and concrete materials may be performed at any time to ensure conformance with specified requirements.

- E. Compressive Strength Tests: ASTM C 39/C 39M. For each test, mold and cure three concrete test cylinders. Obtain test samples for every 60 cu yd or less of each class of concrete placed.
- F. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- G. Perform one slump test for each set of test cylinders taken.
- H. Test Results: The testing agency shall report test results in writing to Engineer and Contractor within 24 hours of test.

PART 2 PRODUCTS

2.1 FORMWORK

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.
 - 2. Form Facing for Exposed Finish Concrete: Steel.
 - 3. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
 - 4. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface.

2.2 REINFORCEMENT

- A. Reinforcing Steel: ASTM A 615/A 615M Grade 60
 - 1. Deformed billet-steel bars
 - 2. Unfinished
 - 3. Galvanized in accordance with ASTM A 767/A 767M, Class I
 - 4. Epoxy coated in accordance with ASTM A 775/A 775M
- B. Welded Steel Wire Fabric: ASTM A 185, plain type
 - 1. Flat Sheets only
 - 2. Mesh Size: 6 x 6
 - 3. Wire Gauge: As indicated on drawings
 - 4. Epoxy coated in accordance with ASTM A 775/A 775M
- C. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gauge
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement
 - 3. Provide stainless steel, galvanized, plastic, or plastic coated steel components for placement within 1-1/2 inches of weathering surfaces.
 - 4. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcements and complying with ASTM A775/A

2.3 CONCRETE MATERIALS

- A. Cement: ASTM C 150, Type I - Normal Portland type
- B. Fine and Coarse Aggregates: ASTM C 33
- C. Lightweight Aggregate: ASTM C 330
- D. Fly Ash: ASTM C 618, Class C or F
- E. Calcined Pozzolan: ASTM C 618, Class N
- F. Silica Fume: ACI 211.1
- G. Water: Clean and not detrimental to concrete
- H. Fiber Reinforcement: Synthetic fiber in conformance with ASTM C1116, 1/2 inch length.

2.4 ADMIXTURES

- A. Admixtures, General: Provide admixtures for concrete that contain not more than 0.05 percent chloride ions.
- B. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
 - 1. Available Products: Subject to comply with requirements. Products that may be incorporated in the work include, but are not limited to, the following:
 - a. "Air-Tite", "Cormix"
 - b. "Air-Mix" or "Perman-Air", Euclid Chemical Co.
 - c. "Darex AEA" or "Daravair," W. R. Grace & Co.
 - d. "MB-VR" or "Micro-Air," Master Builders, Inc.
 - e. "Sealtight AEA," W.R. Meadows, Inc.
 - f. "Sika AER," Sika Corp.
- C. Water-Reducing Admixture: ASTM C 494, Type A. The admixture shall not contain more chloride ions than are present in municipal drinking water.
 - 1. Available Products: Subject to comply with requirements. Products that may be incorporated in the work include, but are not limited to, the following:
 - a. "Chemtard," ChemMasters Corp.
 - b. "PSI N Super", Cormix
 - c. "Eucon WR-75," Euclid Chemical Co.
 - d. "WRDA," W.R. Grace & Co.
 - e. "Pozzolith Normal" or "Polyheed," Master Builders, Inc.
 - f. "Prokrete-N," Prokrete Industries.
 - g. "Plastocrete 161," Sika Corp.
- D. High-Range Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F or Type G. The admixture shall not contain more chloride ions than are present in municipal drinking water.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:

- a. "Super P," Anti-Hydro Co., Inc.
 - b. "PSI Super," Cormix
 - c. "Eucon 37," Euclid Chemical Co.
 - d. "WRDA 19" or "Daracem," W.R. Grace & Co.
 - e. "Rheobuild," Master Builders, Inc.
 - f. "PSP," Prokrete Industries.
 - g. "Sikaments 300," Sika Group
- E. Water-Reducing, Non-Corrosive, Non-Chloride Accelerating Admixture: Astem C 494, Type C or E. The admixture shall not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least one year duration) using an acceptable accelerated corrosion test method, such as using electrical potential measures.
- F. Available Products: Subject to comply with requirements. Products that may be incorporated in the work include, but are not limited to, the following:
1. "Q-Set," Conspec Marketing & Manufacturing, Co.
 2. "Gilco Accelerator," Cormix
 3. "Accelguard 80," Euclid Chemical Co.
 4. "Daraset," W.R. Grace & Co.
 5. "Pozzutec 20," Master Builders, Inc.
- G. Water-Reducing, Retarding Admixture: ASTM C 494, Type D. The admixture shall not contain more chloride ions than are present in municipal drinking water.
1. Available Products: Subject to comply with requirements. Products that may be incorporated in the work include, but are not limited to, the following:
 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. "PSI-R Plus," Cormix.
 - b. "Eucon Retarder 75," Euclid Chemical Co.
 - c. "Daratard-17," W.R. Grace & Co.
 - d. "Pozzoloth, R," Master Builders, Inc.
 - e. "Protard," Prokrete Industries
 - f. "Plastiment," Sika Corporation
- H. Prohibited Admixtures: Calcium chloride, thiocyanates or admixtures containing more than 0.05% chloride ions are not permitted. No admixture shall cause an increase in shrinkage when tested in accordance with ASTM C 494 and ASTM C 157. Submit written conformance to the above mentioned requirements and the chloride ion content of water used for mixing.

2.5 CONCRETE ACCESSORIES

- A. Reglets: Formed galvanized steel sheet with temporary filler to prevent concrete intrusion during placement.
- B. Bonding Agent: ASTM C 1059, Type II acrylic non-redispersable type.
- C. Epoxy Bonding System: ASTM C 881, type as required by project conditions.
- D. Vapor Retarder: 6 mil thick clear polyethylene film, type recommended for below grade application.

- E. Chemical Hardener: Fluorosilicate solution designed for densification of cured concrete slabs.
- F. Non-Shrink Grout: ASTM C 1107; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
 - 1. Minimum Compressive Strength at 48 Hours: 2,400 psi.
 - 2. Minimum Compressive Strength at 28 Days: 7,000 psi.
- G. Curing Materials: Comply with the requirements of Section 03390.
- H. Moisture-Retaining Cover: ASTM C 171; regular curing paper, white curing paper, clear polyethylene, white polyethylene, or white burlap-polyethylene sheet.

2.6 JOINT DEVICES AND MATERIALS

- A. Waterstops: Hydrophillic waterstops by Greenstreak, DeNeef or engineer approval equal.
- B. Joint Filler: Nonextruding, resilient asphalt impregnated fiberboard or felt, complying with ASTM D 1751, 1/4 inch thick and 4 inches deep; tongue and groove profile.
- C. Joint Filler: Compressible asphalt mastic with felt facers, complying with ASTM D 994, 1/4 inch thick and 4 inches deep.
- D. Construction Joint Devices: Integral galvanized steel, formed to tongue and groove profile, with removable top strip exposing sealant trough, knockout holes spaced at 6 inches, ribbed steel spikes with tongue to fit top screed edge.

2.7 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Proportioning Structural Lightweight Concrete: Comply with ACI 211.2 recommendations.
- C. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience, or trial mixtures, as specified in ACI 301.
 - 1. For trial mixtures method, employ independent testing agency acceptable to Engineer for preparing and reporting proposed mix designs.
- D. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
- E. Fiber Reinforcement: Add to mix at rate of 1.5 pounds per cubic yard (0.89 kg per cubic meter), or as recommended by manufacturer for specific project conditions.
- F. Normal Weight Concrete:
 - 1. Compressive Strength: A 28-day compressive strength of 3,000 psi.
 - 2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
 - 3. Calcined Pozzolan Content: Maximum 10 percent of cementitious materials by weight.
 - 4. Silica Fume Content: Maximum 5 percent of cementitious materials by weight.
 - 5. Water-Cement Ratio: Maximum 40 percent by weight.
 - 6. Total Air Content: 4 percent, per ASTM C 173.
 - 7. Maximum Slump: 4.5 inches.

8. Maximum Aggregate Size: 1-1/2 inch

2.8 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C 685. Mix each batch no less than 1-1/2 minutes and no more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C 94/C 94M.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this Section.

3.2 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.
- D. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
- E. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels, and pack solid with non-shrink grout.
- F. Install vapor retarder under interior slabs-on-grade. Lap joints minimum 6-inches and seal watertight by taping edges and ends. Cover with sand to depth shown on drawings.

3.3 INSTALLING REINFORCEMENT

- A. Fabricate and handle epoxy-coated reinforcing in accordance with ASTM D 3963/D 3963M.
- B. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve no less than minimum concrete coverage required for protection.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

3.4 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Place concrete for floor slabs in accordance with ACI 302.1R.

- C. Notify Engineer not less than 24 hours prior to commencement of placement operations.
- D. Repair vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material; lap over damaged areas minimum 6 inches and seal watertight.
- E. Separate slabs-on-grade from vertical surfaces with joint filler.
- F. Place joint filler in floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
- G. Extend joint filler from bottom of slab to within 1/2 inch of finished slab surface. Conform to Section 07920 for finish joint sealer requirements.
- H. Install joint devices in accordance with manufacturer's instructions.
- I. Install construction joint devices in coordination with floor slab or masonry pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
- J. Install joint device anchors for expansion joint assemblies. Maintain correct position to allow joint cover to be flush with floor, and wall finish.
- K. Apply sealants in joint devices in accordance with Section 07920.
- L. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- M. Place concrete continuously between predetermined expansion, control, and construction joints.
- N. Do not interrupt successive placement; do not permit cold joints to occur.
- O. Place floor slabs in checkerboard, or saw cut pattern indicated.
- P. Screed floors level, maintaining surface flatness of maximum 1/4-inch every 10 feet.
- Q. Saw cut joints within 4 hours after finishing. Use 3/16-inch thick blade and cut into 1/4-depth of slab thickness.

3.5 SEPARATE FLOOR TOPPINGS

- A. Prior to placing floor topping, roughen substrate concrete surface and remove deleterious material. Broom and vacuum clean.
- B. Place required dividers, edge strips, reinforcing, and other items to be cast in.
- C. Apply bonding agent to substrate in accordance with manufacturer's instructions.
- D. Apply sand and cement slurry coat on base course, immediately prior to placing toppings.
- E. Place concrete floor toppings to required lines and levels.
 - 1. Place topping in checkerboard panels not to exceed 20-ft in either direction.

F. Screed toppings level, maintaining surface flatness of maximum 1:1000.

3.6 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4-inch (6 mm) or more in height.
- C. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4-inch or more in height. Provide finish as follows:
 - 1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, no more than 24 hours after form removal.
 - 2. Grout Cleaned Finish: Wet areas to be cleaned and apply grout mixture by brush or spray; scrub immediately to remove excess grout. After drying, rub vigorously with clean burlap, and keep moist for 36 hours.
 - 3. Cork Floated Finish: Immediately after form removal, apply grout with trowel or firm rubber float, compress grout with low-speed grinder, and apply final texture with cork float.
- D. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
 - 1. Wood float surfaces that will receive quarry tile, ceramic tile, and terrazzo with full bed setting system.
 - 2. Steel trowel surfaces that will receive carpeting, resilient flooring, seamless flooring, thin set quarry tile, and thin set ceramic tile.
 - 3. Steel trowel surfaces that will be left exposed.
 - a. Chemical Hardener: After slab has cured, apply water-diluted hardener in three coats per manufacturer's instructions, allowing 24 hours between coats.
- E. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drain at 1:100 nominal.

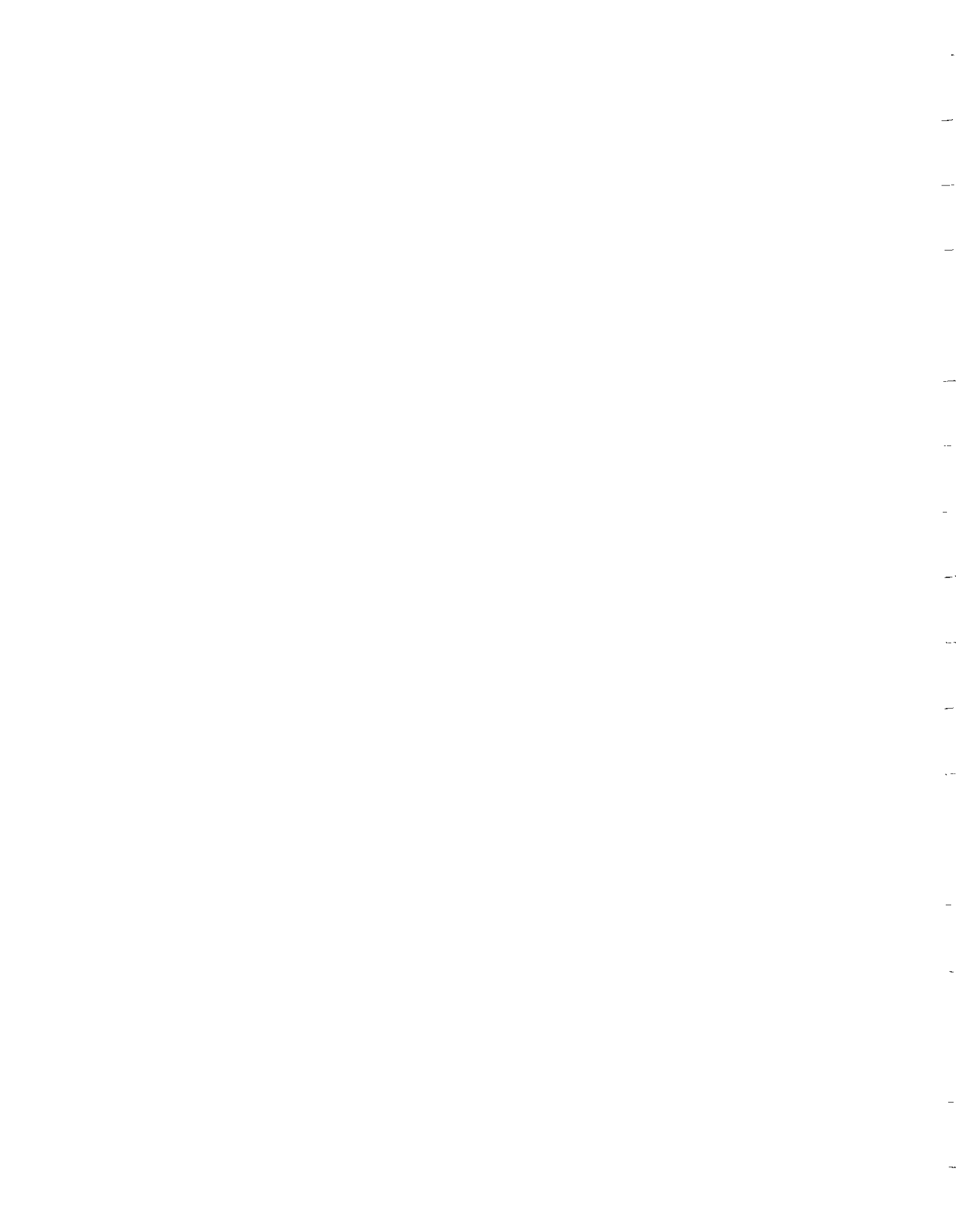
3.7 CURING AND PROTECTION

- A. Cure concrete by moist curing for a period of not less than 72 hours from the end of finishing operations. During moist curing, the surface of the concrete shall not be allowed to dry.

3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Engineer. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION



SECTION 04460 – STONE MASONRY

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Removal of existing stone walks and salvaging and stockpiling stone
2. Installation of stone paving at entry step and ADA ramp.
3. Installation of stone landing at north area steps
4. Installation of stone coping at area ways
5. Installation of stone curbing at bedding and vegetable garden.
6. Installation of stone headwall and splash apron
7. Installation of stone walk
8. At locations designated in the field by the Engineer, rake out existing masonry mortar in basement walls and install new pointing mortar. Refer to Unit Prices.

1.2 RELATED SECTIONS

- A. Section 02300 – Earthwork
- B. Section 03300 – Cast-in-Place Concrete
- C. Section 04935 – Masonry Surface Preparation
- D. Section 07290 – Joint Sealants

1.3 PERFORMANCE REQUIREMENTS

- A. Provide Texas Cordova Cream dimension stone with a minimum strength of 2000 psi. Provide certificate indicating compressive strength test results.
- B. Stone Abrasion Resistance: Minimum value of 12, based on testing according to ASTM C 241 or ASTM C 1353. Substitute a higher value if required by the referenced building stone standard for slip resistance on tread stones for steps. Provide certificate indicating abrasion resistance test results.
- C. Surface slip resistance surface value for a static coefficient of friction (Fd) 0.80 when wet

1.4 SUBMITTALS

- A. General: Submit three (3) sets of samples of each stone required.
 1. Provide three (3) or more stone samples, minimum size of twelve inch by twelve inch by two inch thickness (12"x 12"x 2"), of each stone type to represent the full range of stone

colors, textures and qualities representative of each selected stone meeting the requirements of this section, closely matching the existing appearance of stone on the building, for review and approval.

2. Provide samples for:
 - a. Stone Paving at the Entry – smooth finish
 - b. Stone step at entry – rockface edge finish to match selected Ney Museum Building Stone
 - c. Stone curb at the ADA entry ramp – smooth finish
 - d. Window well coping stone – smooth top, rock faced sides
 - e. Stone for headwall and splash apron

- B. Provide source data and strength test information data for all stone samples.

- C. Provide product data for each type of product and accessories and other manufactured products as required for the Work for review and approval to include:
 1. Epoxy setting material
 2. Masonry cleaning solutions and detergents proposed
 3. HPDE shims for setting of grates atop coping stone at area way
 4. Flashing
 5. Stainless steel dowels
 6. Mortar materials color match to stone samples

- D. Submit shop drawings to show proposed construction details. Provide drawings showing field verified dimensions and including stone sizes, profiles, details and methods of construction for a minimum of the following:
 1. Stone entry paving, step and ADA ramp
 2. Window well stone coping
 3. Stone garden edging

- E. Submit masonry mortar mix design formula and mortar samples showing the range of warm and cool colors to use for selection of mortar for each stone and application specified.

- F. Literature
 1. Technical literature on stone repair materials describing material properties, storage and handling, installation procedures, and testing requirements of manufacturer.
 2. MSDS sheets for specified products.
 3. Mortar and epoxy manufacturer standard and extended warranties.
 4. Stone manufacturer's literature and test results certifying that stone to be supplied has the specified minimum properties. Test results must not be older than 2 years.

1.5 QUALITY ASSURANCE

- A. Retain all existing, original stone materials. Any stone that is damaged or deteriorated with visible cracks or structural faults will not be used and will be replaced to match as required.

- B. Single-Source Responsibility for Stone Materials: Obtain stone for each application of a uniform texture and color or in a uniform blend within the ranges approved by the Owners Representative for these characteristics, from one source and by a single supplier.
- C. Fabricator Qualifications: Shop that employs skilled workers who fabricate stone paving and cut stone similar to those indicated for this Project and whose products have a record of successful in-service performance.
- D. Single-Source Responsibility for Mortar Materials: Obtain mortar ingredients for each application of a uniform quality, including color for exposed masonry, from one manufacturer for each mortar component and from one source or producer for each aggregate.
 - 1. Test mortar properties per test methods of ASTM C 270. Compressive strength (psi) of set mortar to be lower than compressive strength (psi) of each stone.
- E. Installer Qualifications: Engage an experienced installer who has completed stone work similar in material, design and extent to that indicated for this Project, which has resulted in construction with a record of successful in-service performance.
 - 1. Installer must have a minimum of five years experience in construction and supervision of stone work.
 - 2. Stone masons must have a minimum of five years experience in stone setting.
- F. Pre-construction meeting: Schedule a pre-construction conference in advance of site masonry work. Persons present at the meeting to include the Construction Manager, Contractor, Owner, Masonry Sub-contractor and Landscape Architect. The purpose of meeting is to review the construction method and desired details of site masonry work including and not limited to the stone headwall, splash apron and other site masonry in advance of construction. Stone materials shall be available on site and mock-up(s) shall be prepared for review.
- G. Mock-ups: Build mock-ups to verify selections made under sample submittals and to demonstrate aesthetic effects and qualities of materials and execution.
 - 1. Build mock-ups of the following:
 - a. Stone Curbing: Construct a 5-foot long mock-up of the curbing stone to be used for edging stone at the garden and vegetable garden.
 - 2. Approval of mock-ups is for color, texture, and blending of stone; relationship of mortar and sealant colors to stone colors; tooling of joints; and aesthetic qualities of workmanship.
 - a. Approval of mock-ups does not constitute approval of deviations from the Contract Documents contained in mock-ups unless such deviations are specifically enumerated and approved by the Owner's Representative in writing.
 - 3. Mock-ups are temporary and will be demolished at end of project. Approved mock-ups are not to be constructed as a part of the final work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in undamaged condition.

1. Deliver, store, and handle materials to prevent deterioration or the intrusion of foreign matter. Deliver and store packaged materials in the original packages. Remove damaged or otherwise unsuitable material from the jobsite.
 2. Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- C. Store masonry accessories, including metal items, to prevent damage of any kind prior to installation.
- D. Lift stone with wide-belt slings; do not use wire rope or ropes that might cause staining. Move stone, if required, using dollies with cushioned wood supports.
- E. Store stone on wood pallets with non-staining separators and supports and non-staining waterproof covers. Ventilate under covers as required to prevent condensation.
- F. Remove and store paving stone to be salvaged and reused safely on plywood sheeting to avoid setting atop existing grade.

1.7 PROJECT CONDITIONS

- A. Protection of Masonry: During erection protect Work from damage from exposure. Cover partially completed masonry when construction is not in progress.
- B. Stain Prevention: Immediately remove grout, mortar, and soil to prevent them from staining the face of the stone.
- C. Hot-Weather Requirements: Protect stone masonry-veneer work when temperature and humidity conditions produce excessive evaporation of water from mortar. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to stone masonry at temperatures of 100 deg F (38 deg C) and above.
- D. Do not set stone when air or material temperature is below 50 deg F (10 deg C).
- E. Maintain minimum ambient temperatures of 50 deg F (10 deg C) during installation and for 7 days after completion unless higher temperatures are required by fabricator's or supplier's instructions.
- F. Cold-Weather Requirements:
1. Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen setting beds.
 2. Protect stone paving against freezing when atmospheric temperature is 40 deg F (4 deg C) and falling. Heat materials to provide mortar and grout temperatures between 40 and 120 deg F (4 and 49 deg C).

3. Provide the following protection for completed portions of work for 24 hours after installation when mean daily air temperature is as indicated:
 - a. Below 40 deg F (4 deg C), cover with weather-resistant membrane.
 - b. Below 25 deg F (minus 4 deg C), cover with insulating blankets.
 - c. Below 20 deg F (minus 7 deg C), provide enclosure and temporary heat to maintain temperature above 32 deg F (0 deg C).

G. Precautions

1. Apply epoxies only to dry surfaces meeting the manufacturer's recommendations for surface preparation and working temperatures.
2. Apply epoxies to surfaces free of moisture, dirt, organic materials, efflorescent salts, and other contaminants.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
1. Mortar Pigments:
 - a. Corporation; Industrial Chemicals Div.
 - b. Davis Colors.
 - c. Lafarge Corporation.
 - d. Solomon Colors.
 2. Latex-Portland Cement Grout: Manufacturers below offer factory-mixed grouts with dry polymer additives, latex emulsions, or both. See the Evaluations in Division 9 Section "Ceramic Tile" for additional information.
 - a. Custom Building Products.
 - b. DAP, Inc.
 - c. Laticrete International, Inc.
 - d. Mapei Corporation.
 - e. TEC Specialty Products Inc.
 3. Dowels: stainless steel conforming with ASTM A 167, Type 304.
 4. Epoxy: two-part epoxy, select one of the following available products:
 - a. Akemi North America, Akepox.
 - b. Bonstone Materials, Inc., Fast Set.
 - c. Edison Coatings, Inc., Flexi-Weld 520T.
 - d. Abatron, AboWeld.
 5. Shims: thickness as required; material:
 - a. High Density Polyethylene
 - b. ~~Wood shims; if used to temporarily align or support the work, shall be removed prior to completion of the work~~
 - c. Plastic horseshoe shaped shims shall not be used

2.2 STONE FOR MUSEUM ENTRY-ADA RAMP, LANDING AT THE NORTH STEPS AND WINDOW WELL COPING

A. General

1. Provide stone to match quality, grade, color, texture, finish and appearance of Owner's Representative approved samples of cut and dressed stone, and rock faced stone.
2. Provide pieces with the range of sizes required for construction as scheduled.

B. Entry Paving and ADA Ramp Stone, Stone Landing: Texas Cordova Cream or approved equal complying with ASTM C 503 and Limestone Building Stone Standards, ASTM C568, as follows:

1. Classification: Sedimentary, calcium carbonate based stone.
2. Description: Uniform, ivory to beige stone with specified surface finishes.
3. Varieties and Sources:
 - a. Texas Quarries, Austin TX
 - b. Dustin Nash Architectural Sales, Representatives, (512) 258-1474
 - c. or Approved Equivalent

C. Window Well Coping Stone: Texas Cordova Cream or approved equal complying with ASTM C 503 and Limestone Building Stone Standards, ASTM C568, as follows:

1. Classification: Sedimentary, calcium carbonate based stone.
2. Description: Uniform, fine- to medium-grained ivory to beige stone with specified surface finishes.
3. Varieties and Sources:
 - a. Texas Quarries, Austin TX
 - b. Dustin Nash Architectural Sales, Representatives, (512) 258-1474
 - c. or Approved Equivalent

2.3 STONE FOR STONE CURBING AT PLANTING BEDS AND VEGETABLE GARDEN:

A. General

1. Reuse stone salvaged from existing walk.
2. Provide pieces with the range of sizes required for construction as scheduled.
3. Salvaged stone to be free of organic material and surface debris
4. Salvaged stone to be free of fractures or damaged edges that would be visible following installation and setting.

B. Provide generally stone that is nominally three to four (3-4") inches thick with 3 or 4 rectilinear sides. The stone is to be relatively flat, with a maximum variation of 1 inch in thickness and 1 inch across natural cleft face. The range of sizes is noted by percentage of overall quantity of stone required using a dimension sequence of, width, length along the stone face. The stones should range in overall sizes as follows:

1. Twenty-five percent (25%) of 12"x 12"

2. Fifty percent (50%) of 12" x 18"
 3. Twenty-five percent (25%) of 12" x 24"
- C. Stones may be scored and cut to accommodate the sizes as listed herein and on the contract drawings. Stone shall not exhibit sawn or sharp edges of regular dimensions.

2.4 STONE HEADWALL AND SPLASH APRON:

- A. Stone Headwall and Splash Apron Stone: Texas Cordova Cream or approved equal complying with ASTM C 503 and Limestone Building Stone Standards, ASTM C568, as follows:
1. Classification: Sedimentary, calcium carbonate based stone.
 2. Description: Uniform, fine- to medium-grained ivory to beige, stone with natural cleft finish and texture.
 3. Varieties and Sources:
 - a. Texas Quarries, Austin TX
 - b. Dustin Nash Architectural Sales, Representatives, (512) 258-1474
 - c. or Approved Equivalent
- B. Provide generally stone that are generally flat for both the headwall and splash apron. The stones should range in sizes as follows:
1. Headwall: stones that are a minim of 6 inches thick, in sizes that range from 14 to 18 inches wide and in lengths of 20 inches to 30 inches
 2. Splash Apron: Stone shall be a minim of 3 inches thick in sizes of 12 to 18 inches.
 3. Parting rocks shall be not less than 4 inches in any direction and not less than 12 inches in at least one dimension for setting into the grade.

2.5 ACCESSORIES

- A. Anchors: Provide Stainless steel dowels, Type 304 complying with ASTM A 580. Use for all mortar joints which are in contact with stonework and as indicated on the contract drawings.
- B. Metal in direct contact with stone is to be non-corrosive.
- C. Epoxy: two-part epoxy, select one of the following available products:
1. Akemi North America, Akepox.
 2. Bonstone Materials, Inc., Fast Set.
 3. Edison Coatings, Inc., Flexi-Weld 520T.
 4. Abatron, AboWeld.
- D. Shims: thickness as required; material:
1. High Density Polyethylene
 2. Wood shims, if used to temporarily align or support the work, shall be removed prior to completion of the work
 3. Plastic horseshoe shaped shims shall not be used

2.6 STONE FABRICATION

- A. General: Fabricate stone in sizes and shapes necessary to comply with requirements indicated, including details on Drawings and Shop Drawings.

2.7 MORTAR MATERIALS

- A. Cementitious Materials. MASONRY CEMENTS WILL NOT BE ALLOWED

1. Portland Cement: ASTM C 150, Type I or II.
2. Hydrated Lime: ASTM C 207, Type S

- B. Aggregate for Mortar: Use clean, hard, durable particles, properly batched and graded from fine to coarse in accordance with ASTM C-144. Sand shall contain no more than 50 parts per million of chloride ions. Sand shall be free of organic contaminants.

1. Mortar Aggregates: All mortar aggregates for applications are selected from natural-colored, locally available sand. Aggregates for each application are to be approved for color and particle size. Aggregates are to be generally fine in texture of the following percent mixture of:
 2. 0% / Granules (8 mesh)
 3. 0% / Very Coarse Sand (14 mesh)
 4. 20% / Coarse Sand (28 mesh)
 5. 30% / Medium Sand (48 mesh)
 6. 40% / Fine Sand (100 mesh)
 7. 10% / Very Fine Sand (less than 100 mesh)
 8. 100%

- C. Water: Clean, potable, and free from deleterious amounts of acids, alkalis or organic materials.

2.8 MORTAR MIXES

- A. General: Comply with referenced standards and with manufacturers' written instructions for mix proportions, mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures needed to produce mortar of uniform quality and with optimum performance characteristics.

1. Use Type N mortar for pointing to include:
 - a. 1 Part gray or white Portland Cement as approved for each application
 - b. 1 Part Hydrated Lime
 - c. 6 Parts Aggregate comprised of approved aggregate sizes
 - d. Colorant to achieve approved colors for each application
 - e. Or alternate mortar mix as approved for each application.
2. Modify mortar mix ratio as required to achieve target compressive strength that is less than the compressive strength for each type and strength of stone.
3. Do not use air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds or calcium chloride.

4. Mixing: Thoroughly mix cement, lime, and sand in accordance with requirements of BIA M1. Combine and thoroughly mix cementitious materials, water, and aggregates in a mechanical batch mixer, unless otherwise indicated. Discard mortar when it has reached initial set.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of unit masonry. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Examine layout for construction to verify actual locations of work prior to installation.
- C. Examine stone reconstruction and replacement pieces on site for quality assurance and compatibility with existing dimension stone to be reused. Notify Landscape Architect of any unsatisfactory pieces before construction operations.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean dirty or stained stone surfaces by removing soil, stains, and foreign materials before setting. Clean stones by light pressure power wash, scrubbing with fiber brushes and thoroughly drenching with clear water to completely rinse surfaces. Use only mild liquid detergent cleaning compounds that contain no caustic or harsh materials or abrasives.
 1. Clean dimension stones as required to remove excessive debris and/or surface materials from shipping and delivery
 2. Clean all stone salvaged from site walks to be reused in construction of garden planting and vegetable bed edging.

3.3 EXISTING PAVING STONE REMOVAL AND CLEANING

- A. Existing paving stones: Remove historic limestone paving stones on site in the areas as indicated on the construction drawings.
 1. Stones are to be stockpiled on site for reuse
 2. Stones are to be stockpiled on site in the stockpile area or as directed by the Owners representative.
 - a. Stone is to be stored on wood pallets to prevent additional soiling and damaged
- B. Stones stockpiled for reuse are to be cleaned of organic debris and excess soil material.
 1. Clean stones in advance of reuse for walk and curbing as indicated on the drawings
 2. Clean stone using a mild detergent to remove organic material
 3. Use wood bristled brushes to remove surface debris

4. Rinse stones of excess detergent cleaner prior to reuse.
- C. Stones that are damaged, exhibit fractures and are spalling, and that are considered un safe and undesirable for use shall be discarded and removed from the Owner's property.
 1. Stone shall be deemed unsuitable for use by the Owner's Representative

3.4 INSTALLATION, GENERAL

- A. Install stone plumb, square, and true to line. Build stone to full height and width as specified on the Drawings for new masonry work.
- B. Install stone free of dust and debris.
- C. Drill holes in stone without spalling or cracking unit at hole. Use only rotary percussion drill. Pre-drill pieces with properly sized anchorage hole prior to setting.
- D. Do not cut stone units without review and approval of corrective measures as directed by the Owner's Representative or Landscape Architect. Cut dimension stone with motor-driven saws to provide clean sharp, un-chipped edges and surface characteristics required. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and where possible, cut edges concealed. Exposed edges are to match the intended finish.
- E. Allow opportunity for required inspection of Work before permanently covering or concealing elements of Work

3.5 CONSTRUCTION TOLERANCES

- A. Variation from Gradient: do not exceed 1/4 inch surface variation for handicap access. Do not exceed 5% gradient on stone entry ramp for handicap access. Meet surrounding grade with less than 1/4 inch variation between materials.
- B. Variation in Cross-Sectional Dimensions: Do not vary, stone sections cut from singular stone are to be within 1/8 inch tolerance from either cross-section dimension.
- C. Variation in Mortar-Joint Thickness: Joints sizes for new work to match drawings and as approved on shop drawings. Do not vary from bed-joint thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
- D. Stone surface friction for slip resistance to meet or exceed a static coefficient of friction (Fd) 0.80 when wet

3.6 LAYING MASONRY

- A. Lay out stone pieces in advance to review and insure accurate spacing of stone sections and patterns with acceptable joint widths, thicknesses when placed on concrete base and for accurate placement of all stone pieces.

- B. Lay stonework to comply with specified construction tolerances, with all elements accurately spaced and coordinated with other construction.
- C. Stopping and Resuming Work: When resuming Work lay fresh mortar for sound bedding.
- D. Anchor stone masonry with stainless steel dowels as specified:
 - 1. Embed and epoxy dowels in stone and mortar as indicated in detail.
 - 2. Epoxy dowels into pre-drilled holes in newly fabricated stone sections.
- E. Set tin-zinc-coated copper flashing where specified.
- F. Set stone units in base material as specified on the contract drawings. Wet stone-joint surface thoroughly before setting; for stone surfaces that are soiled, clean bedding and exposed surfaces with fiber brush and soap powder and rinse thoroughly with clear water.

3.7 INSTALLATION OF STONE FOR ADA RAMP AND CURBING, AND INDEPENDENT LANDINGS OVER CONCRETE

- A. Saturate concrete with clean water several hours before placing setting bed. Remove surface water about an hour before placing setting bed.
- B. Apply mortar bed bond coat to damp concrete and broom to provide an even coating that completely covers the concrete. Do not exceed 1/16-inch (1.5-mm) thickness. Limit area of mortar bed bond coat to avoid its drying out before placing setting bed.
- C. Apply mortar bed immediately after applying mortar-bed bond coat. Spread, tamp, and screed to uniform thickness at elevations required for setting stone to finished elevations indicated.
- D. Mix and place only that amount of mortar bed that can be covered with stone before initial set. Cut back, bevel edge, and discard material that has reached initial set before stone can be placed.
- E. Place stone before initial set of mortar occurs. Immediately before placing stone on setting bed, apply uniform 1/16-inch- (1.5-mm-) thick bond coat to bed or to back of each stone unit
- F. Set horizontal stone with pitch of not less than 1% and not greater than 2% for positive drainage, unless otherwise directed.
- G. Tamp and beat stone with a wooden block or rubber mallet to obtain full contact with setting bed and to bring finished surfaces within indicated tolerances. Set each unit in a single operation before initial set of mortar; do not return to areas already set and disturb stone for purposes of realigning finished surfaces or adjusting joints.
- H. Dowel installation
 - 1. Carefully drill dowel holes into concrete masonry as shown on the Drawings.
 - 2. Prepare concrete surface and install dowels into concrete using epoxy in accordance with epoxy manufacturer's recommendations.

3. Allow epoxy to fully cure before setting stone.

I. Installation

1. Prepare setting mortar.
2. Pack dowel holes in stone units with mortar prior to setting.
3. Set stone units in full bed mortar.
4. All stone units shall be installed plumb, square and true to line.
5. Use shims as needed to support unit until mortar setting bed has cured. Then, remove shims and fill hole with mortar.

- J. Rake out joints to depth required to receive pointing mortar as units are set.

- K. Point joints after setting. Fill full with mortar type and color indicated. Tool joints flat, uniform, and smooth, without visible voids.

3.8 INSTALLATION OF STONE WINDOW WELL COPING

- A. Fabricate new stone unit to match color and texture of adjacent stone.

1. Stone unit shall be cut straight and square to match the dimensions of the completed concrete window well wall.
2. Exposed vertical surfaces of stone units shall be rock-faced to match original adjacent stone masonry walls; upward-facing stone surfaces shall be textured to match original stone paving on site.
3. Include notches, rabbets, and dowel holes as needed to accommodate new anchorage and as shown on the Drawings.

B. Dowel installation

1. Carefully drill dowel holes into concrete masonry as shown on the Drawings.
2. Prepare concrete surface and install dowels into concrete using epoxy in accordance with epoxy manufacturer's recommendations.
3. Allow epoxy to fully cure before setting stone.

C. Installation

1. Prepare setting mortar.
2. Pack dowel holes in stone units with mortar prior to setting.
3. Set stone units in full bed mortar.
4. All stone units shall be installed plumb, square and true to line.
5. Use shims as needed to support unit until mortar setting bed has cured. Then, remove shims and fill hole with mortar.

3.9 NATURAL CLEFT STONE CURBING, PLANTING AND VEGETABLE BED

- A. Install Stone curbing to comply with "Installation of Stone Directly over Concrete" Article.

- B. Set stone curbing in a vertical position as indicated on the construction drawings. Stones are to be plumb. The outward or exposed face is to be flush. The inside or inward facing stone may vary to accommodate the range in stone thickness.
- C. Stone tops shall be nearly level with the exception of the natural variation of the historic stone. Where the top of stone exceeds $\frac{3}{4}$ " of an inch, stones may be snap cut with the approval of the Owner's Representative.
- D. Vertical joint on stone edging are to be $\frac{1}{2}$: inch wide and mortar filled.

3.10 STONE HEADWALL AND SPLASH APRON

- A. Install Stone headwall in accordance with the contract drawings. Coordinate the location and elevations of the stonewall and splash apron with the building drainage system
 - 1. Stake the propose location on site and verify operational elevations of the headwall and apron location. Review the proposed location with the Owner's Representative before constructing splash apron and headwall.
- B. Set stone for headwall using mortar. Hold mortar back $\frac{3}{4}$ to 1 inch behind the face of stone for both horizontal and vertical joints. Rake top joints to provide positive drainage.

3.11 JOINT PREPARATION FOR REPOINTING

- A. For preparation of joints to be repointed: using handheld mason's tools (hammer and chisel or other similar tools), rake out deteriorated mortar from joints designated in field by Engineer.
- B. Care shall be taken during mortar removal not to damage the masonry units. Mortar shall be removed without loss or damage of adjacent stone.
- C. Power Tools: No power tools shall be used in preparation of joints for repointing.

3.12 (RE)POINTING MORTAR MIXING

- A. Use Type N mortar proportion for re-pointing mortar mix.
- B. Pre-hydrate mortars, thoroughly mixing all ingredients except water; then, mix again, adding only enough water to produce a damp workable mix which will retain its form when pressed into a ball. After keeping mortars in this dampened condition for 1 to 1-1/2 hours, add sufficient water to bring it to the proper consistency; that is, somewhat drier than conventional masonry mortars. Do not use mortar if more than 2-1/2 hours have elapsed since the initial mixing of the mortar.

3.13 MORTAR INSTALLATION

- A. Install in accordance with BIA Standards.
- B. If mortar begins to stiffen, it may be retempered.
- C. Use mortar within 2-1/2 hours of initial mixing.

- D. Remove dust and mortar particles. Dampen the joint to be pointed prior to pointing. The masonry must absorb all surface water. Adjacent masonry surfaces must be free of surface water.
- E. Pack the mortar tightly into the joint in thin layers (1/4 inch maximum layer thickness). Allow each layer to become thumbprint dry before applying next layer.
- F. Tool joint to concave profile to match approved sample joint on mock-up.

3.14 FIELD QUALITY CONTROL

- A. Owner's Representative will inspect the samples of materials, mock-ups and Work in progress to insure compliance with the drawings and specifications for field quality control.

3.15 ADJUSTING AND CLEANING

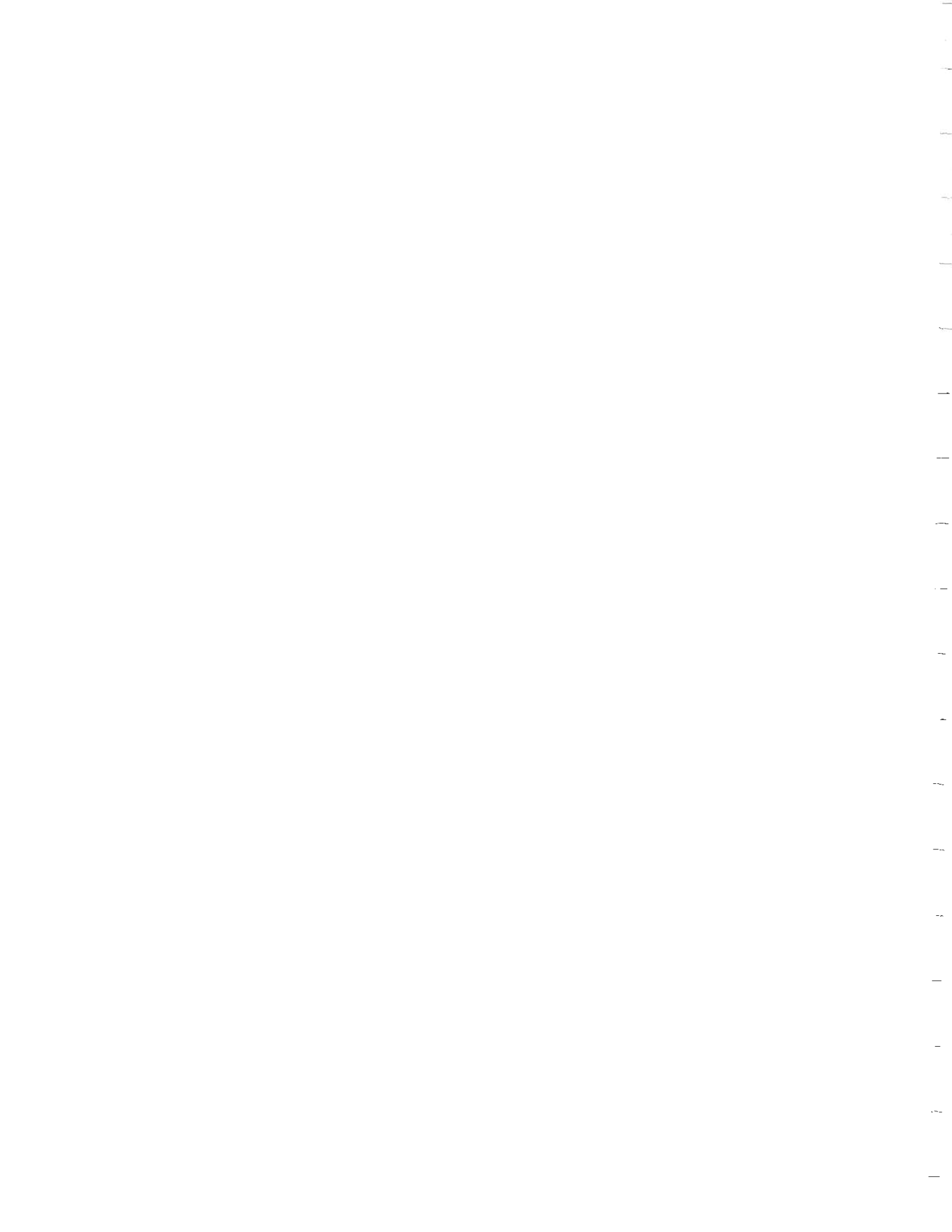
- A. Remove and replace stone work with the following description:
 - 1. Broken, chipped, stained or otherwise damaged stone.
 - 2. Defective joints
 - 3. Stone not matching approved samples and mock-ups
 - 4. Stone not complying with other requirements indicated.
- B. Replace in a manner that results in finished appearance matching approved samples and mock-ups, complying with other requirements, and showing no evidence of replacement.
- C. In-progress Cleaning: Clean stone as work progresses. Remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean stone as follows:
 - 1. Remove large mortar particles by and with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on mock-up if available or small portions of stone work. Obtain Owner's Representative approval of sample cleaning before cleaning stone.
 - 3. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film or waterproof masking tape.
 - 4. Wet all surfaces with water before applying cleaner; remove cleaner promptly by rinsing thoroughly with clear water.
 - 5. Clean stone by bucket and brush hand-cleaning method described in BIA Technical Note No. 20 Revises II, using job-mixed detergent solution.
 - 6. Clean stone with proprietary acid cleaner applied according to manufacture's written instruction
 - a. Obtain Owner's Representative approval prior to the use of acid cleaners.

3.16 MASONRY WASTE DISPOSAL

- A. Recycling: Undamaged, excess masonry materials are Owner's property and shall be stockpiled at the direction of the Owner's Representative on site.

- B. Excess Masonry Waste: Remove excess, clean masonry waste legally disposed of off Owner's property.

END OF SECTION 04460



SECTION 04935

MASONRY SURFACE PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

- A. At locations shown on the Drawings, scarify the existing load-bearing masonry walls to remove all traces of existing waterproofing membrane, as well as loose mortars or aggregates and other contaminates. Roughen the surface to receive new cementitious parge coating.
- B. At other locations not to receive the parge coating, clean the masonry surfaces to remove all dirt, dust, and debris prior to installation of drainage system.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02300 - Earthwork
- B. Section 02620 - Subdrainage
- C. Section 04460 - Stone Masonry
- D. Section 07131 - Self-Adhering Sheet Waterproofing
- E. Section 09225 - Cementitious Parge Coat

1.3 QUALITY ASSURANCE

- A. Contractor Qualifications: Contractor to have a minimum of five years of masonry surface preparation experience to perform work of this Section. Demonstrate that firm has completed work similar in material, design, scope, size, type, and extent to that indicated for this Project with a record of successful in-service performance. Include examples of work completed at historic landmark structures.
 - 1. Field Supervision: maintain experienced full-time supervisor on Project site during times that removal, preparation, and clean-up work is in progress. Do not change supervisors during Project except for causes beyond the control of the Contractor.
 - 2. Workers: minimum five years in related masonry surface preparation work experience. Fully supervise apprentices with an experienced tradesperson. Do not change workers during Project except for causes beyond the control of the Contractor.
- B. Mockups: The Contractor shall prepare samples and mock-ups of the masonry surface preparation for review and approval by the Engineer/Landscape Architect and City Representative. The mock-ups are intended to display preparation of the surface to receive the cementitious parge coating.
 - 1. Mock-ups shall show repair area for masonry prepared as specified and shall represent preparation to be completed for the rest of the repair work.

2. Construction of the mock-ups shall be performed using the same equipment and techniques as for actual work performed
3. The Contractor shall continue to construct samples and mock-ups until one is accepted by the Engineer/Landscape Architect and City Representative.
4. The following samples and mock-ups are required as a minimum; locations to be established by Engineer/Landscape Architect and Owner:
 - a. Preparation samples of areas to receive cementitious parge coating, approximately 4 feet by 4 feet.
 - b. Preparation samples of areas to receive waterproofing membrane, approximately 4 feet by 4 feet.

1.4 SUBMITTALS

- A. Submit equipment and procedures to be used for masonry surface preparation.
- B. Submit a plan for confining, collecting, and disposing of water, broken masonry materials, shot, sandblast grit, existing reinforcing, and other waste material that result from the removal operations and surface preparation.

1.5 REFERENCE STANDARDS:

1. American Concrete Institute, "Guide to Cast-in-place Architectural Concrete Practice" (ACI 303R-04)
2. American Concrete Institute, ACI 515.1R.
3. International Concrete Repair Institute, "Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays" (Guideline No. 03732)

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Surface preparation equipment used shall be subject to approval of the Engineer/Landscape Architect and shall comply with the following:
 1. Milling equipment shall be power operated and driven in a straight path. Equipment shall be a power operated, capable of uniformly scarifying or removing the existing surface to a 1/4 inch maximum depth in a satisfactory manner.
 2. Scarifying or Shotblasting: Equipment shall be a power operated, capable of uniformly scarifying or removing the existing surface to a 1/4 inch maximum depth in a satisfactory manner. Other types of removal devices may be used if their operation is suitable and if they can be demonstrated to the satisfaction of the Engineer/Landscape Architect.
 3. Sandblasting Equipment: Sand blasting equipment shall be capable of removing rust, oil, and concrete laitance from the existing surface of the structural deck and exposed reinforcement. This will require equipment capable of maintaining at least 100 psi. Equipment shall comply with local requirements for noise and air environmental standards.

4. Compressed air equipment capable of removal of dust and dirt from concrete repair areas, and exposed concrete surfaces. Air shall be oil free; filters and/or driers shall be provided to achieve this requirement.
5. Vacuum equipment capable of removing concrete dust and debris from repair area and exposed concrete surfaces.
6. Saws or abrasive grinding wheels capable of sawing the concrete to the specified depth or grinding expansion anchors or other protruding steel flush with the concrete.
7. Hydroblasting equipment capable of producing and maintaining a minimum of 35,000 psi water pressure at the nozzle with flow rates not exceeding 32 gallons per minute. Equipment shall comply with local requirements for noise and air environmental standards.
8. Hydroblasting nozzle to be able to provide sufficient pressure to remove existing coating and top surface of concrete deck and be able to be directed accurately at the surface requiring material removal. The nozzle shall contain a minimum of 5 heads that rotate at a minimum of 1500 rpm.
9. Water collection equipment capable of confining and collecting water and debris from hydroblasting work. Equipment should be capable of containing and/or removing approximately 100 gallons of water and debris per minute. Equipment should be mobile to be able to follow the hydroblasting equipment and work.

B. Materials

1. Media for sand blasting shall be black beauty or approved equal coal slag product.
2. Water shall be potable water obtained from fire hydrant, municipal source or well. The use of abrasive materials, chemicals or detergents is not allowed.

PART 3 - EXECUTION

3.1 MASONRY SURFACE PREPARATION

- A. Remove any existing waterproofing membranes on the masonry walls as shown on the Drawings.
- B. Prior to beginning hydroblasting work all water barricades and confinement systems shall be installed and functional. All sealant joints and other areas where water may enter the building must be sufficiently sealed to prevent water intrusion into structure.
- C. Prior to beginning hydroblasting the minimum ambient and substrate temperature to be 35°F and rising. Hydroblasting operations are to be stopped if temperatures indicate that freezing is possible in 24 hours.
- D. During the milling process, care shall be exercised to avoid cracking of the underlying sound masonry.
- E. Mechanically roughen surfaces receiving cementitious parge coating to a surface profile as per manufacturer's recommendations for preparation of substrates. Remove existing waterproofing by hydroblasting the masonry surface. The blasted surface should be free of bond-inhibiting barriers and loose debris. If prepared surface is found

to have loose debris or other bond-inhibiting materials additional hydroblasting may be required.

- F. Surfaces shall be structurally sound and free of voids, spalled areas, looser aggregate and sharp protrusions. Remove contaminants such as grease, oil and wax from exposed surfaces. Remove dust, dirt, loose stone and debris.
- G. All water to be contained and removed continuously during the hydroblasting work. Collection equipment should follow blasting equipment to prevent water and debris buildup. All ponding water to be removed immediately from all joints or other penetrations that may allow water intrusion into the building. Surfaces to be blown dry with compressed air after water collection procedures have been completed.
- H. Hand held needle scaling or suitable means shall be used to remove existing waterproofing in areas where hydroblasting, milling or scarifying is inaccessible.
- I. All prepared masonry surfaces prior to application of cementitious parge coating are to be lightly sandblasted with compressed air to remove any additional loose debris.
- J. Perform repointing if indicated by Engineer as specified in division 4 section "Stone Masonry."
- K. Prior to installing cementitious parge coating, the prepared masonry surface is to be sprayed with water to obtain a saturated surface dry substrate.
- L. If more than 48 hours has elapsed between the time the parging is to be placed and the corresponding masonry substrate area was sandblasted and cleaned with high pressure compressed air, then the area must be blown clean again with high pressure compressed air immediately prior to placement of the parging material.
- M. Any time rainwater drains off the structure and accumulates in areas that have been prepared, the area shall be cleaned with compressed air to remove dust and dirt after the water has dissipated.
- N. The Architect/Engineer shall be allowed a minimum of 24 hours for the inspection of properly prepared masonry surfaces and reinforcement, before the scheduled parging and subsequent waterproofing membrane installations.

3.2 CLEAN-UP

- A. The Contractor shall be responsible for the safe removal of all loose masonry and water from the area and for proper and legal disposal of those removed materials off site.
- B. All areas of the project area and the surrounding site shall be left broom clean at the end of each work day.

END OF SECTION

SECTION 05700

ORNAMENTAL METALWORK

PART 1 GENERAL

1.1 SUMMARY

A. Work Included:

1. Fabricate, hot-dip galvanize, paint, and install new custom metal bar gratings at two window wells as shown on the Drawings.

B. Related Sections:

1. Section 03300 – Cast-in-Place Concrete
2. Section 04460 – Stone Masonry

1.2 REFERENCES

A. American Institute of Steel Construction (AISC)

B. National Association of Architectural Metal Manufacturers (NAAMM) Metal Bar Grating - Manuals designated ANSI/NAAMM MBG 531 for Steel, Stainless Steel and Aluminum Gratings and Stair Treads.

C. American Society for Testing and Materials (ASTM)

1. A510 - Carbon Steel Rods and Course Round Wire
2. A569 - Hot Rolled Carbon Steel Sheet and Strip.
3. F593-02 Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements..

B. Manufacturer's standard paint chips for selection of finish coat color by City Representative.

C. Qualification Data

D. Literature

1. Technical literature on paint materials describing material properties, storage and handling, installation procedures, and testing requirements of manufacturer.
2. MSDS sheets for specified products.
3. Sample manufacturer's standard warranty.

E. Shop Drawings: Provide structural steel shop drawings for custom-fabricated bar grating, showing all member sizes and connections.

F. Welding certificates.

1.4 QUALITY ASSURANCE

- A. Comply with provisions, references documents, and standards listed in specification unless otherwise noted.
- B. Fabricator Qualifications: A firm experienced in producing metalwork similar to that indicated for this Project and with a record of successful in-service performance.
- C. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store metal in a well-ventilated area, away from uncured concrete and masonry, and protected from weather, moisture, soiling, abrasion, extreme temperatures, and humidity.
- B. Deliver and store metal products in wooden crates surrounded by sufficient packing material to ensure that products will not be cracked or otherwise damaged.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with decorative metal by field measurements before fabrication and indicate measurements on Shop Drawings.
 - 1. Ensure sufficient clearance as noted on the drawings to allow bar grating to clear existing rock-faced stone masonry and to allow for ease of future removal for maintenance purposes.

PART 2 PRODUCTS

2.1 METAL BAR GRATING

- A. Custom-fabricated bar grating for window wells: Fabricate bar grating with rectangular bearing bars at 1-3/16 inch on center of ASTM A 569 steel, and perpendicular cross bars at maximum 4 inches on center, evenly spaced across the grating, of ASTM A 510 steel.
 - 1. Design Loading: At a uniform load of 100 pounds per-square foot, deflection shall not exceed 1/4 inch over the long dimension of the grating.
 - 2. Provide fully welded connections.
 - 3. Provide continuous perimeter frame for bar grating of rectangular bars.
 - 4. Provide vertical support bars for the intermediate step as shown on the Drawings and as needed to support 100 psf live load on the step, connected to the primary grating.
 - 5. Design bar grating to provide 1/4 inch clearance at all perimeter edges.
 - 6. All required cutting, fitting, and welding shall be performed in the manufacturer's shop in accordance with the approved shop drawings and shall be in compliance with the NAAMM Metal Bar Grating Manual tolerances and welding standards.
 - 7. Complete fabrication of fully-welded bar grating; then apply hot-dip galvanized finish.
 - 8. Contractor's option: Provide bar grating to meet the size shown on the Drawings as manufactured by Alabama Metal Industries Corporation (AMICO), McNichols Co., Ohio Gratings, Inc., or approved equal.

- B. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to steel elements according to ASTM A 123.
- C. Accessories
 - 1. Fasteners: Provide removable stainless steel screw anchors and clips, minimum two per grating, to secure grating to stone coping.
 - 2. Shims, thickness as required: High-density polyethylene; plastic horseshoe shaped shims shall not be used.

2.2 PAINT

- A. For galvanized metal bar grating:
 - 1. Primer: modified polyamidoamine epoxy, Tnemec Chembuild Series 135.
 - 2. Finish coat: aliphatic acrylic polyurethane, Tnemec Endura-Shield II Series 1075 U.
 - 3. Color: custom color selected by City Representative.

PART 3 EXECUTION

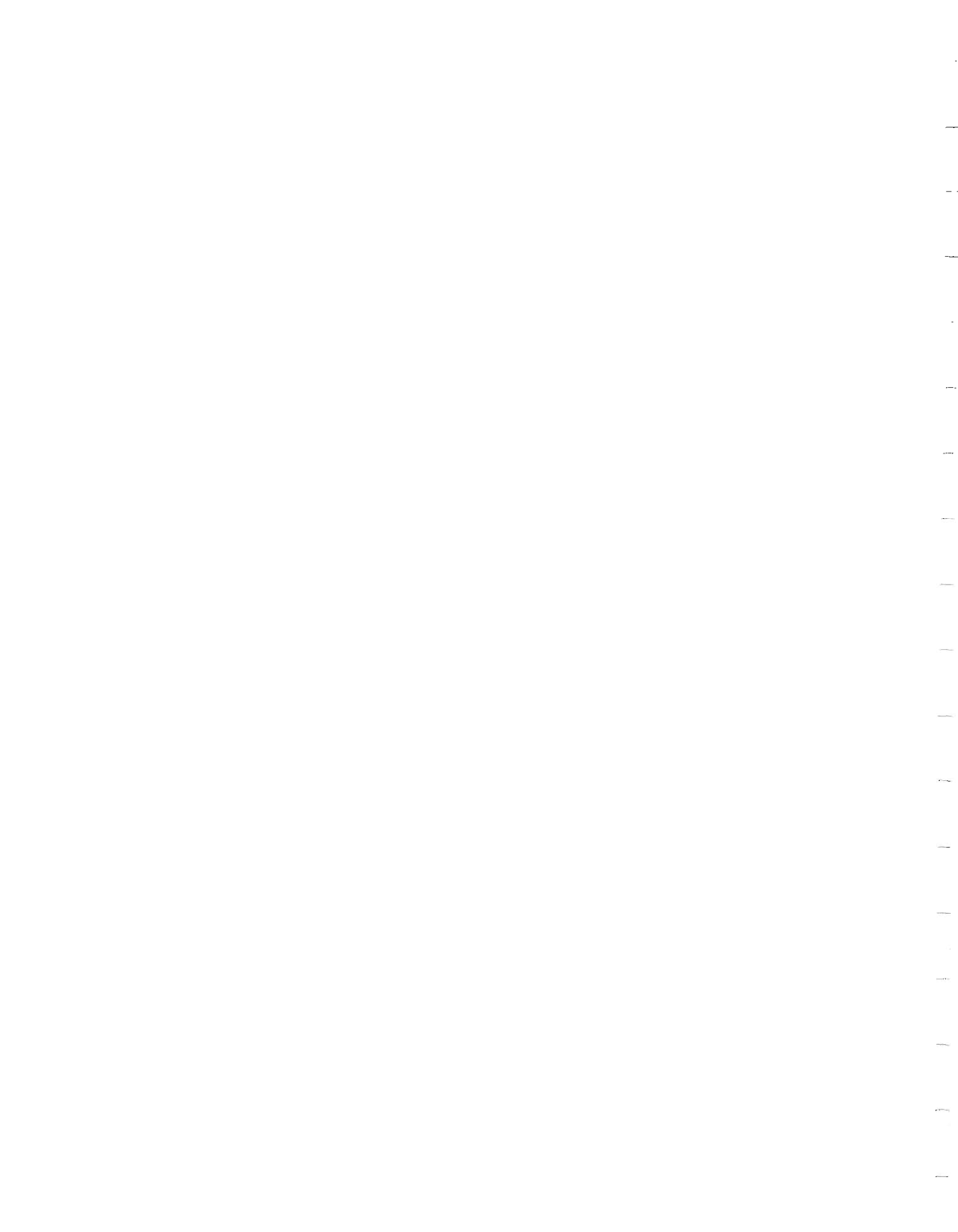
3.1 INSTALLATION OF METAL GRATING

- A. Complete installation of adjacent stone masonry work and drainage and landscaping work as specified in other sections.
- B. Prepare metal surfaces, coat all sides and surfaces of metal bar grating with specified primer and top coat, following all manufacturer's recommendations. Allow paint to fully cure.
- C. Set metal bar grating on plastic shims. Install grating square and level.
- D. Install stainless steel clips to secure grating, screw fastened into kerf in stone coping.

3.2 CLEANING AND PROTECTION

- A. Unless otherwise indicated, clean metals by washing thoroughly with clean water and soap, rinsing with clean water, and drying with soft cloths.
- B. Protect finishes of decorative metal from damage during construction period with temporary protective coverings approved by metal fabricator. Remove protective covering at time of Substantial Completion.
- C. Touchup Painting: At time of Substantial Completion, clean metalwork and paint abraded areas with specified topcoat.

END OF SECTION



SECTION 07131

SELF-ADHERING SHEET WATERPROOFING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Self-adhering, rubberized-asphalt system for installation on below-grade walls, including primers, mastics, and termination bars. Protection course materials, drainage panels, and filter fabric are also included.
- B. Related Sections:
 - 1. Section 07620 – Sheet Metal Flashing and Trim
 - 2. Section 07920 – Joint Sealants
 - 3. Section 09225 – Cementitious Parge Coating

1.2 REFERENCES

- A. Reference Standards: Latest edition as of Specification date.
 - 1. ASTM International.
 - a. C 578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
 - b. C 836 - Standard Specification for High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course.
 - c. D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers - Tension.
 - d. D 570 - Standard Test Method for Water Absorption of Plastics.
 - e. D 1079 - Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials.
 - f. D 1621 - Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
 - g. D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
 - h. D 4258 - Standard Practice for Surface Cleaning Concrete for Coatings.
 - i. D 4259 - Standard Practice for Abrading Concrete.
 - j. D 4263 - Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
 - k. D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
 - l. D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
 - m. D 4716 - Test Method for Determining the (In-plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head.
 - n. D 4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile.
 - o. D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.
 - p. D 5295 - Standard Guide for Preparation of Concrete Surfaces for Adhered (Bonded) Membrane Waterproofing Systems.
 - q. D 5385 - Standard Test Method for Hydrostatic Pressure Resistance of Waterproofing Membranes.
 - r. D 5957 - Standard Guide for Flood Testing Horizontal Waterproofing Installations.
 - s. D 6135 - Standard Practice for Applications of Self-Adhering Modified Bituminous Waterproofing.
 - t. E 96 - Standard Test Methods for Water Vapor Transmission of Materials.
 - u. E 154 - Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.

2. International Concrete Repair Institute (ICRI)
 - a. No. 03732 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

1.3 DEFINITIONS

- A. ASTM D 1079 for standard terminology.

1.4 SUBMITTALS

- A. Product Data: Waterproofing manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and application instructions. Include VOC content of components.
- B. Shop Drawings: Show locations and extent of waterproofing. Include details for substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.
- C. Samples:
 1. 8-inch by 8-inch square of pre-applied sheet membrane waterproofing.
 2. 8-inch by 8-inch square of rubberized asphalt sheet membrane waterproofing.
 3. 4-inch by 4-inch square of drainage mat
 4. 6-inch long section of perforated drain and geotextile sock.
 5. 8-inch by 8-inch square of geotextile filter fabric.
 6. 6-inch long section of termination bar and anchors.
- D. Product Test Reports: From qualified independent testing agency indicating and interpreting test results of waterproofing for compliance with requirements, based on comprehensive testing of current waterproofing formulations.
- E. Installer Qualifications:
 1. Certification signed by waterproofing manufacturer, certifying that Installer complies with manufacturer's requirements to install specified, warranted, waterproofing system.
 2. Submit evidence that Installer's existing company has minimum of 5-years continuous experience in application of specified materials. Submit list of at least five completed projects of similar scope and size, including:
 - a. Project name.
 - b. Owner's name.
 - c. Owner's Representative name, address, and telephone number.
 - d. Description of work.
 - e. Self-adhering sheet materials used.
 - f. Project supervisor.
 - g. Total cost of waterproofing work and total cost of project.
 - h. Completion date.
- F. Sample Warranties: Copies of waterproofing manufacturer's warranty and Installer's warranty, both stating obligations, remedies, limitations, and exclusions. Submitted with bid.
- G. Prior to installation of waterproofing system, submit to waterproofing manufacturer's technical services department for review and approval:
 1. Manufacturer's Project Registration Form, with information filled out completely and accurately, including deviations from Specification.
 2. Complete set of drawings of waterproofing system installation showing substrate limits, outline, dimensions, transitions, and types and locations of penetrations.
 3. Atypical or special condition details which are to be used.

- H. Following completion of Work, submit waterproofing manufacturer's warranty inspection report(s) and completed warranty; submit completed Installer's warranty.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Qualified firm that is approved, authorized, or licensed by waterproofing manufacturer to install waterproofing and that is eligible to receive waterproofing manufacturer's warranty. Must have installations of specified materials in local area in use for minimum of five years.
1. Employ foreman trained by waterproofing manufacturer and with minimum of 5-years experience as foreman on similar projects, who is fluent in English, to be on site at all times during Work.
- B. Mockups: Construct a mockup for subgrade wall waterproofing. Apply waterproofing to 100 square feet of substrate to demonstrate surface preparation, crack and joint treatment, corner treatment, and execution quality.
1. If Engineer/Landscape Architect determines mockup does not comply with requirements, modify mockup or construct new mockup until mockup is approved.
 2. Approved mockups may become part of completed Work if undisturbed at time of Substantial Completion.
- C. Pre-installation Meeting
1. A pre-installation conference shall be held prior to commencement of field operations to establish procedures to maintain optimum working conditions and to coordinate the work with related and adjacent work.
 2. Conduct meeting at Project site.
 3. Review requirements for waterproofing, including:
 - a. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Site use, access, staging, and set-up location limitations.
 - c. Approved mockup procedures.
 - d. Forecast weather conditions.
 - e. Surface preparation and substrate condition and pretreatment.
 - f. Installation procedures.
 - g. Special details and sheet flashings.
 - h. Minimum curing period.
 - i. Testing and inspection requirements.
 - j. Temporary protection and repair of waterproofing.
 - k. Structural loading limitations of deck.
 - l. Governing regulations if applicable.
 4. Contractor's site foreman, waterproofing membrane manufacturer's technical representative, waterproofing Installer, Owner's Representative, City of Austin Project Manager, and Architect/Engineer shall attend.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original packages with seals unbroken, labeled with waterproofing manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.
- B. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, and installation. Reject and remove from Site new materials which exhibit evidence of moisture during application, or have been exposed to moisture.
- C. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by waterproofing manufacturer.

Protect stored materials from direct sunlight. Waterproofing manufacturer's standard packaging and covering is *not* considered adequate weather protection.

- D. Store rolled goods on ends only, unless otherwise required by waterproofing manufacturer's written instructions. Discard rolls that have been flattened, creased, or otherwise damaged.
- E. Limit stored materials on structures to safe loading of structure at time materials are stored, and to avoid permanent deck deflection.
- F. Handle materials to avoid damage.
- G. Conspicuously mark damaged or opened containers or containers with contaminated materials, and remove from site as soon as possible.
- H. Remove and replace materials that cannot be applied within stated shelf life.

1.7 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to installation of materials. Notify Engineer/Landscape Architect of conditions found to be different than those indicated in Contract Documents. Engineer/Landscape Architect will review situation and inform Contractor and Installer of changes.
- B. Comply with Owner's limitations and restrictions for site use and accessibility.
- C. Environmental Limitations: Apply waterproofing when existing and forecast weather conditions permit waterproofing to be installed according to waterproofing manufacturer's written instructions and warranty requirements.
 - 1. Do not apply when substrate or ambient temperature is below 0 degrees F, or outside of range recommended by waterproofing manufacturer.
 - 2. Do not apply to damp or wet substrate.
- D. Install materials in strict accordance with safety requirements required by waterproofing manufacturer, Material Safety Data Sheets, and local, state, and federal rules and regulations.
- E. Maintain adequate ventilation during preparation and application of waterproofing materials.

1.8 WARRANTY

- A. Manufacturer's Warranty:
 - 1. Written warranty, signed by waterproofing manufacturer and Installer, including
 - a. Repair or replace waterproofing or sheet flashings that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in manner not clearly specified by submitted waterproofing manufacturer's data as inherent quality of material for application indicated.
 - b. Removal and reinstallation of protection board, drainage panels, and insulation. Warranty includes replacing materials as necessary.
 - c. Warranty does not include removal or reinstallation of plantings, soil overburden or backfill, concrete or asphalt topping, or paver systems.
 - 2. Warranty Period: 5 years after Substantial Completion date.
- B. Installer's Warranty:
 - 1. Written warranty, signed by Installer and Contractor, including
 - a. Repair or replace waterproofing or sheet flashings that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that

- deteriorate in manner not clearly specified by submitted waterproofing manufacturer's data as inherent quality of material for application indicated.
- b. Removal and reinstallation of protection board, drainage panels, and insulation. Warranty includes replacing materials as necessary.
 - c. Removal and reinstallation of plantings, soil overburden and backfill, concrete and asphalt topping, and paver systems. Provide new materials to replace materials that are not suitable for reuse, in opinion of Engineer/Landscape Architect.
 - d. Repair or replacement, to satisfaction of Owner, of other work or items which may have been displaced or damaged as consequence of defective work.
 - e. Make immediate emergency repairs within 48 hours of notice of leakage.
2. Warranty Period: 2 years after Substantial Completion date.

PART 2 PRODUCTS

2.1 RUBBERIZED-ASPHALT SHEET

- A. Source Limitations: Obtain materials through one source from single waterproofing manufacturer, or from sources approved by waterproofing manufacturer.
- B. General: 60-mil-(0.060-inch) thick, self-adhering sheet; consisting of 56 mils of rubberized asphalt laminated to 4-mil-thick, polyethylene film with release liner on adhesive side; with following properties measured per test methods referenced.
 1. Tensile Strength: ASTM D 412, Die C, modified - 250 pounds per square inch minimum.
 2. Ultimate Elongation: ASTM D 412, Die C, modified - 300 percent minimum.
 3. Low-Temperature Flexibility: ASTM D 1970 - Pass at minus 20 degrees F.
 4. Crack Cycling: ASTM C 836 - Unaffected after 100 cycles of 1/8-inch movement.
 5. Puncture Resistance: ASTM E 154 - 40 pounds-force minimum.
 6. Hydrostatic-Head Resistance: ASTM D 5385 - 150 feet minimum.
 7. Water Absorption: ASTM D 570 - 0.15 percent weight-gain maximum after 48-hour immersion at 70 degrees F.
 8. Vapor Permeance: ASTM E 96, Water Method - 0.05 perms.
- C. Use one of following products or approved equal.
 1. Bituthene 3000, manufactured by W. R. Grace & Co.
 2. Mel-Rol, manufactured by W. R. Meadows, Inc.
 3. CCW MiraDRI 860, manufactured by Carlisle Coatings & Waterproofing Inc.
 4. TW-60, by TAMKO Roofing Products, Inc.

2.2 AUXILIARY MATERIALS

- A. General: Furnish auxiliary materials recommended by waterproofing manufacturer for intended use and compatible with sheet waterproofing.
 1. Furnish liquid-type auxiliary materials that comply with VOC limits of authorities having jurisdiction.
- B. Primer: Liquid solvent-borne primer recommended for substrate by waterproofing manufacturer of sheet waterproofing material.
- C. Sheet Strips: Self-adhering, rubberized-asphalt composite sheet strips of same material and thickness as sheet waterproofing.
- D. Liquid Membrane: Elastomeric, two-component liquid; cold-fluid-applied, trowel-grade or low viscosity.

- E. Substrate Patching Membrane: Low-viscosity, two-component, asphalt-modified coating.
- F. Mastic, Adhesives, and Tape: Liquid mastic and adhesives, and adhesive tapes recommended by waterproofing manufacturer.

2.3 DRAINAGE PANEL/ PROTECTION COURSE

- A. Molded-Sheet Drainage Panel: "Hydroduct 220" as manufactured by Grace Construction Products, or approved equivalent. Prefabricated, composite drainage panels, manufactured with permeable, geotextile facing laminated to molded-plastic-sheet drainage core. Drainage composite shall be designed to promote positive drainage while serving as a protection course.
 - 1. Drainage Core: Three-dimensional, nonbiodegradable, molded-plastic-sheet material designed to effectively drain water under backfill pressure; complying with the following properties.
 - a. Compressive Strength: ASTM D 1621 - 15,000 pounds per square foot minimum.
 - 2. Accessories: Manufacturer's standard corner connectors and pipe inlet tee connectors.

2.4 FILTER FABRIC

- A. Non-woven Geotextile: MIRAFL 140N non-woven polypropylene geotextile, as manufactured by Mirafi Construction Products, a division of Ten Cate Nicolon, Inc., (706) 693-2226, or Engineer/Landscape Architect approved equivalent meeting the following specifications:
 - 1. Grab Strength: ASTM D 4632 - 82 pounds minimum.
 - 2. Puncture Strength: ASTM D 4833 - 45 pounds minimum.
 - 3. Elongation: ASTM D 4632 - 50 percent minimum.
 - 4. Permittivity: ASTM D 4491 - 0.5 per second minimum.
 - 5. Water Flow Rate: ASTM D 4491 - 140 gallons per minute per square foot minimum.
 - 6. Apparent Opening Size: ASTM D 4751 - No. 70 sieve minimum.

2.5 ACCESSORIES

- A. Termination Bars: Type-304-stainless-steel or aluminum; approximately 1-inch wide by 1/8-inch thick; with predrilled holes at 8 inches on center, or as recommended by waterproofing membrane manufacturer and approved by Engineer/Landscape Architect.
- B. Fasteners
 - 1. For fastening into concrete substrates: Mushroom-head, type 304 stainless steel; 1/4-inch diameter with 1-1/4-inch-minimum embedment, such as Zamac Nailin fasteners manufactured by Power Fastening, Inc. or Rawl Plug Company, Inc.
 - 2. For fastening into masonry substrates: Mushroom-head, type 304 stainless steel; 1/4-inch diameter with 1-1/4-inch-minimum embedment, such as those manufactured by Olympic Manufacturing Group.
 - 3. For fastening into sheet metal substrates: No. 8-18 by 1-1/4-inch long, made of corrosion-resistant materials or coated for corrosion resistance, such as TEK screws manufactured by ITW Builders, Elco Industries, Inc. or Rawl Plug Company, Inc.
 - 4. For fastening into wood: Corrosion-resistant steel nails with 1-inch-minimum diameter, corrosion-resistant, washer heads of same material as nail. Nail length shall be sufficient to provide 1-1/2-inch-minimum embedment into wood substrate.
- C. Draw bands: Stainless steel draw band as recommended by waterproofing manufacturer to terminate around round pipes.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions with Installer and waterproofing manufacturer's representative for compliance with requirements and other conditions affecting performance of waterproofing.
 - 1. Ensure that Work done by other trades is complete and ready to receive waterproofing.
 - 2. Notify Engineer/Landscape Architect in writing of conditions which may adversely affect waterproofing system installation or performance. Do not proceed with waterproofing installation until these conditions have been corrected and reviewed by Engineer/Landscape Architect.

3.2 COORDINATION

- A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
 - 1. With Owner's Representative.
 - 2. With other trades to avoid or minimize work on, or in immediate vicinity of, installation in progress.

3.3 SURFACE PREPARATION

- A. Clean and prepare cementitious parge coating substrate according to waterproofing manufacturer's written instructions and recommendations in ASTM D 5295. Provide clean, dust-free, and dry substrate for waterproofing application.
 - 1. Verify that parging has cured and aged for minimum time period recommended by waterproofing manufacturer.
 - 2. Verify that substrate is sound and is visibly dry and free of moisture. Test for moisture vapor emission by plastic sheet method according to ASTM D 4263.
 - 3. Verify that concrete curbs, expansion joints, and transitions from one surface plane to another (inside and outside corners) are cleanly formed and free of broken edges and excess concrete.
 - 4. Remove fins and projections, splatter, and other surface irregularities which would prevent monolithic, continuous application of waterproofing.
 - 5. Properly patch substrate defects (such as voids, form tie holes, honeycombing, and cracks) with additional layer of cementitious parge coating or another material acceptable to waterproofing manufacturer and Engineer/Landscape Architect.
 - 6. Remove grease, oil, asphalt solids, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from parging.
 - 7. Clean surface by abrasive blasting or other approved means to achieve level of surface preparation recommended by waterproofing manufacturer.
- B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.
- C. Installer and waterproofing manufacturer's representative shall examine substrate to ensure that it is properly prepared and ready to receive waterproofing. Waterproofing manufacturer's representative shall report in writing to Installer and Architect conditions which will adversely affect waterproofing system installation or performance. Do not proceed with waterproofing installation until these conditions have been corrected and reviewed by Engineer/Landscape Architect.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Commencing installation constitutes acceptance of work surfaces and conditions.

3.4 FLASHING INSTALLATION

- A. At Non-Moving Cracks and Joints.

1. Prepare and seal joints and cracks in substrate according to Section 07920. Remove dust and dirt from surface by air blast in general accordance with ASTM D 4258.
2. Cracks and Joints over 1/16 inch Wide: Install sheet strips, centered over sealed crack or joint.
3. Deck-to-Wall Transitions: Prepare, prime, and treat inside and outside corners according to ASTM D 6135.
 - a. At vertical inside corners, install membrane strips centered at intersection.
 - b. At horizontal inside corners, install 3/4-inch fillets of liquid membrane.
 - 1) At footing-to-wall intersections, extend liquid membrane each direction from corner or install membrane strip centered over corner.
 - 2) At plaza deck-to-wall intersections, extend liquid membrane or sheet strips onto deck waterproofing and to finished height of sheet flashing.
- B. At Walls: Terminate top of wall flashing with termination bar, sealed with mastic.
- C. At Expansion Joints, Isolation Joints, and Discontinuous Deck-to-Wall and Deck-to-Deck Joints (joint with possible movement): Bridge joint with overlapping sheet strips.
 1. Invert and loosely lay first sheet strip over center of joint. Firmly adhere second sheet strip to first and overlap to substrate.
- D. At Drains, Terminations, Penetrations, and Protrusions: Prepare, treat, and seal vertical and horizontal surfaces according to ASTM D 6135.

3.5 RUBBERIZED-ASPHALT SHEET INSTALLATION

- A. Install self-adhering sheets according to waterproofing manufacturer's written instructions and recommendations in ASTM D 6135.
- B. Apply primer to substrates at required rate and allow to dry. Limit priming to areas that will be covered by sheet waterproofing in same day. Reprime areas exposed for more than 24 hours.
- C. Apply and firmly adhere sheets over area to receive waterproofing. Accurately align sheets and maintain uniform 2-1/2-inch-minimum lap widths and end laps. Overlap and seal seams and stagger end laps to ensure watertight installation.
 1. For horizontal applications, apply sheets from low point to high point of decks to ensure that side laps shed water.
 2. When ambient and substrate temperatures range between 25 and 40 deg F, use self-adhering, rubberized-asphalt sheets produced for low-temperature application. Do not use low-temperature sheets if ambient or substrate temperature is higher than 60 deg F.
- D. Apply continuous sheets over sheet strips bridging substrate cracks, construction, and contraction joints.
- E. Seal exposed edges of sheets at terminations not concealed by metal counterflashings or ending in reglets with mastic or sealant.
- F. Provide temporary water cut-offs to prevent water from getting under new membrane. Install water cut-offs at end of each workday and completely remove prior to installation of new membrane on following day. Use specific materials recommended by membrane manufacturer.
- G. Correct deficiencies in or remove and replace sheet waterproofing that does not comply with requirements.
 1. Repair tears, voids, and lapped seams in waterproofing not complying with requirements.
 2. Slit and flatten fishmouths and blisters.
 3. Patch defects with sheets extending 6 inches beyond repaired areas in all directions.
- H. Before installing protection course, flood test waterproofing and repair any leaks.

3.6 PROTECTION COURSE, DRAINAGE PANEL, AND INSULATION INSTALLATION

- A. Install drainage panel protection course with end joints butted tightly together, before starting subsequent construction operations.
- B. Install filter fabric in accordance with waterproofing manufacturer's written instructions.
 - 1. Overlap edges at least 12 inches.
 - 2. Install filter fabric so that no joints will exist between sheets parallel to and within 6 feet of perimeter.
 - 3. Extend filter fabric to 3 inches above insulation at perimeter and penetrations.
 - 4. Install filter fabric at other locations shown on Drawings.

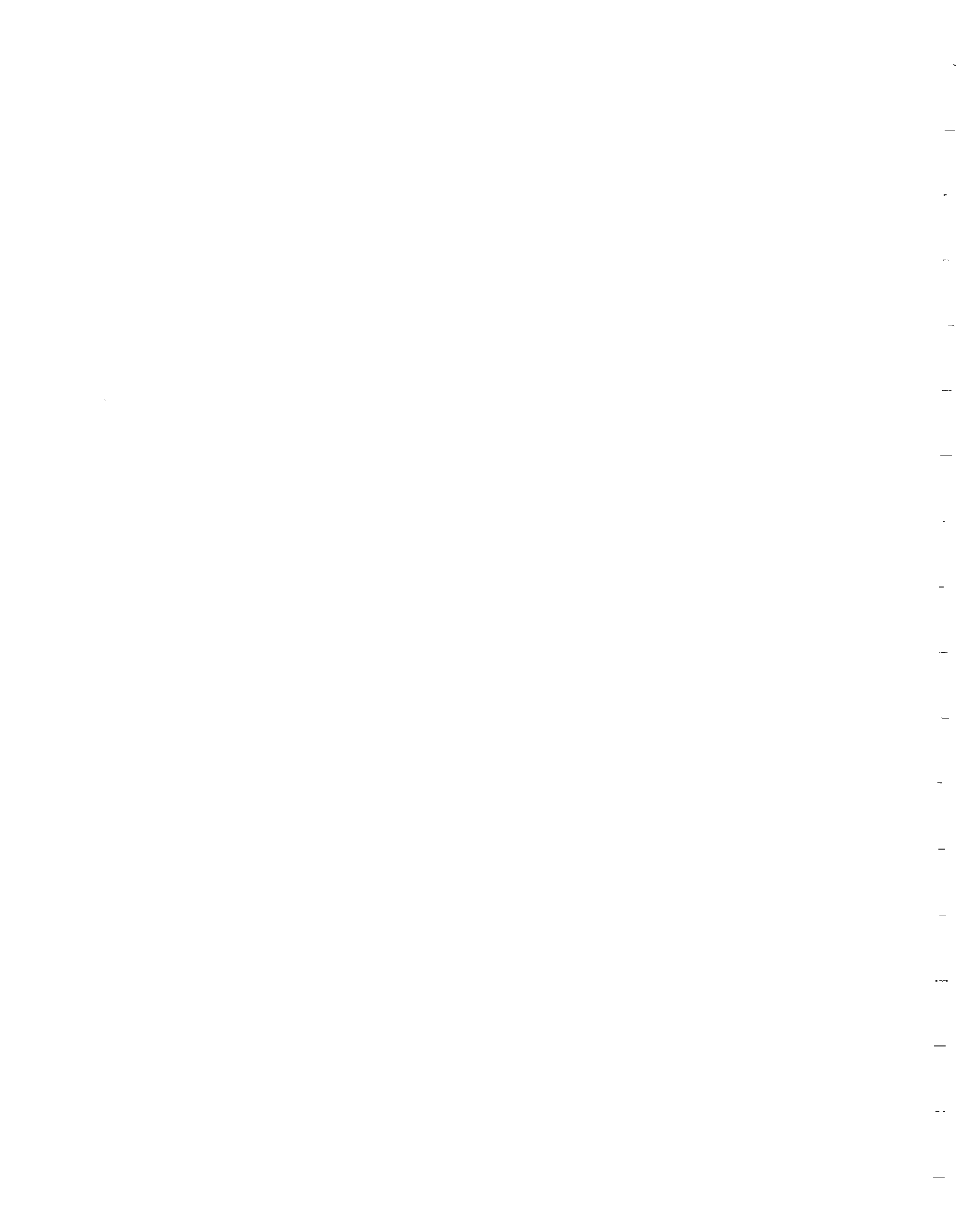
3.7 FIELD QUALITY CONTROL

- A. Site Visits by Waterproofing Manufacturer's Representative: Waterproofing manufacturer's representative shall visit site at following times.
 - 1. At beginning of waterproofing installation to establish standard of quality to be used for remainder of waterproofing Work.
 - 2. Periodically during Work at critical times and as required to meet provisions of waterproofing manufacturer's warranty.
 - 3. Submit written report with observations, field decisions, and request for design changes to Engineer/Landscape Architect for each site visit.
 - 4. Coordinate site visits with Engineer/Landscape Architect.

3.8 CLEANING AND PROTECTION

- A. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- B. Protect waterproofing from damage and wear during remainder of construction period.
 - 1. Do not permit foot or vehicular traffic on unprotected waterproofing.
 - 2. Do not allow waste products (petroleum, grease, oil, solvents, vegetable oil, mineral oil, animal fat, etc.) to come into contact with waterproofing. Exposure to foreign materials or chemical discharges must be presented to waterproofing manufacturer for evaluation to determine impact on waterproofing performance.
- C. Protect installed drainage panels from damage due to ultraviolet light, harmful weather exposures, physical abuse, and other causes. Provide temporary coverings where insulation will be subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- D. Over service life, do not expose waterproofing or accessories to constant temperature in excess of 180 degrees F (i.e., hot pipes and vents, direct steam venting, etc.).

END OF SECTION



SECTION 07620

SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SUMMARY

- A. Work of this Section includes but is not limited to installation of new sheet metal flashing and accessories for waterproofing as indicated on the Drawings, including:
 - 1. Sheet metal flashing at termination of waterproofing at stone masonry.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 07131 - Self-Adhering Sheet Waterproofing
- B. Section 07920 - Joint Sealants

1.3 REFERENCE STANDARDS

- A. Reference Standards
 - 1. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA).
 - a. Architectural Sheet Metal Manual.

1.4 SUBMITTALS

- A. Product Data: For each product specified.
- B. Samples: For each type of sheet metal flashing and trim.
 - 1. 6 or 12-inch-long sample of specified material formed to profile shown on the Drawings.
- C. Qualifications: Submit evidence that Installer's *existing company* has minimum of 5-years continuous experience in application of specified materials. Submit list of at least five completed projects of similar scope and size.
- D. Shop drawings showing layout, profiles, methods of jointing, and anchorage details, including field verified dimensions and layout on elevation drawing of building of all transitions from vertical to horizontal runs. Provide layouts at 1/4-inch scale and details at 3-inch scale.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Must have installations of specified materials in local area in use for minimum of five years.
 - 1. Employ foreman with minimum of 5-years experience as foreman on similar projects, to be on site at all times during Work.
- B. Mockups: Build mockups to set quality standards for fabrication and installation.

1. Build mockup of each typical flashing detail shown on the Drawings, as well as typical expansion joints. Mockups shall be approximately 24 inches long, including supporting construction cleats, seams, attachments, and accessories.
2. Approved mockups may become part of completed Work if undisturbed at time of Substantial Completion.

C. Pre-installation Meeting

1. Participate in the waterproofing pre-installation conference at the Project site to review requirements for sheet metal Work.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Sheet Metal Members: Deliver, store, and handle to avoid damage.

B. Sealants, Coatings, and Miscellaneous Materials:

1. Deliver materials to Project site in original packages with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing.
2. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by manufacturer. Protect stored materials from direct sunlight. Waterproofing manufacturer's standard packaging and covering is *not* considered adequate weather protection.
3. Handle materials to avoid damage.
4. Conspicuously mark damaged or opened containers or containers with contaminated materials, and remove from site as soon as possible.
5. Remove and replace materials that cannot be applied within stated shelf life.

C. Limit stored materials on structures to safe loading of structure at time materials are stored, and to avoid permanent deck deflection.

1.7 PROJECT CONDITIONS

A. Verify existing dimensions and details prior to installation of materials. Notify Engineer/Landscape Architect of conditions found to be different than those indicated in Contract Documents. Engineer/Landscape Architect will review situation and inform Contractor and Installer of changes.

B. Observe Owner's limitations and restrictions for site use and accessibility.

C. Environmental Limitations: Apply sheet metal members when existing and forecast weather conditions permit sealants, coatings, and miscellaneous materials to be installed according to sealant, coating, or miscellaneous material manufacturer's written instructions and warranty requirements.

D. Install materials in strict accordance with safety requirements required by waterproofing manufacturer, Material Safety Data Sheets, and local, state, and federal rules and regulations.

1.8 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at a variance with drawings and specifications. Such conditions may interfere with Work and may consist of damage or deterioration of substrate or surrounding materials or components that could jeopardize integrity or performance of new sheet metal installation.
- B. Notify Engineer/Landscape Architect of conditions that may interfere with proper execution of Work or jeopardize integrity of new sheet metal installation prior to proceeding with Work.

1.9 WARRANTY

- A. Contractor's Warranty:
 - 1. Written warranty, signed by Contractor, including
 - a. Replace sheet metal work that does not comply with requirements; that has corroded surface, coating that fails cohesively or adhesively, or other surface defects or imperfections; or that deteriorates in manner not clearly specified by material supplier's data as inherent quality of material for application indicated.
 - b. Remove and replace sealant that has failed cohesively or adhesively; or that deteriorates in manner not clearly specified by sealant manufacturer's data as inherent quality of material for application indicated.
 - c. Repair or replacement, to satisfaction of Owner, of other work or items which may have been displaced or damaged as consequence of defective work.
 - d. Warranty does not include deterioration or damage from changes in sheet metal environment from that reasonably anticipated at Substantial Completion, or physical damage from adjacent activities.
 - 2. Warranty Period: 2 years after Substantial Completion date.
- B. Manufacturer's Warranty:
 - 1. Written warranty, signed by sheet-metal manufacturer, including
 - a. Replace sheet metal work that does not comply with requirements; that has corroded surface, coating that fails cohesively or adhesively, or other surface defects or imperfections; or that deteriorates in manner not clearly specified by material supplier's data as inherent quality of material for application indicated.
 - b. Warranty does not include deterioration or damage from changes in sheet metal environment from that reasonably anticipated at Substantial Completion, or physical damage from adjacent activities.
 - 2. Warranty Period: 2 years after Substantial Completion date.

PART 2 PRODUCTS

2.1 SHEET METAL

- A. For sheet metal flashing at waterproofing as indicated on the Drawings:
 - 1. Tin-zinc alloy coated copper sheet, 16-oz. (0.0216 inch thick), temper H00 (cold rolled): "FreedomGray" as manufactured by Revere Copper Products, Inc., Rome, New York, or equal approved by the Engineer/Landscape Architect.
- B. Manufactured Reglets: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated.

2.2 AUXILIARY MATERIALS

- A. Miscellaneous Materials
 - 1. Fasteners: Stainless steel rivets or self-drilling screws, gasketed, with hex washer head.
 - 2. Release Tape: Pressure-sensitive, 100-percent solids, polyisobutylene-compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, non-staining tape.
 - 3. Elastomeric Sealant: As specified in Section 07920 - Elastomeric Joint Sealants.
 - 4. Butyl Sealant: ASTM C 1311, single-component, solvent-release, butyl-rubber sealant; polyisobutylene-plasticized; heavy-bodied for hooked-type expansion joints with limited movement.
 - 5. Reglets: Units of type and profile indicated, compatible with copper, noncorrosive.
 - 6. Metal Accessories: Provide clips, straps, anchoring devices, and similar accessory units as required for installation of work, noncorrosive, size and gauge required for performance.

2.3 FABRICATION

- A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown and with applicable requirements of Copper Development Association (CDA) "Copper in Architecture Handbook" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed copper work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- B. Sealant Joints: Where movable, nonexpansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with CDA standards.
- C. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, non-corrosive metal, and in thickness not less than that of metal being secured.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions with Installer, for compliance with requirements and other conditions affecting performance of sheet metal flashings and trim.
 - 1. Ensure that Work done by other trades is complete and ready to receive sheet metal flashings and trim.
 - 2. Notify Engineer/Landscape Architect in writing of conditions which may adversely affect installation or performance of sheet metal flashings and trim. Do not proceed with installation of sheet metal flashings and trim until these conditions have been corrected and reviewed by Engineer/Landscape Architect.

3.2 COORDINATION

- A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
 - 1. With Owner's Representative.
 - 2. With other trades to avoid or minimize work on, or in immediate vicinity of, installation in progress.
 - 3. With interfacing and adjoining construction to provide leakproof, secure, and non-corrosive installation.
 - a. Coordinate sheet metal work with installation of new waterproofing system.

3.3 INSTALLATION, GENERAL

- A. Install sheet metal flashings and trim according to recommendations in SMACNA's Architectural Sheet Metal Manual and as indicated.
- B. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
 - 1. Install true to line and levels indicated.
 - 2. Where exposed, install without excessive oil canning, buckling, or tool marks.
 - 3. Provide uniform, neat seams with minimum exposure of solder, welds, or sealant.
 - 4. Do not torch cut sheet metal.
- C. Provide for thermal expansion of flashing and trim.
 - 1. Space movement joints no more than 10 feet apart, with no joint within 24 inches of corner or intersection. Apply release tape, butyl sealant, and lapped sheet metal as detailed on the Drawings.
- D. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.

- E. Anchor sheet metal flashing and trim and other components of Work securely in place, with provisions for thermal and structural movement. Use adhesive, fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required.
- F. Seal termination of sheet metal into reglet with elastomeric sealant.

3.4 CLEANING AND PROTECTION

- A. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- B. Protect sheet metal flashings and trim from damage and wear during remainder of construction period.

END OF SECTION

SECTION 07920
JOINT SEALANTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Surface preparation and installation of sealant in joints at stone masonry and flashings.
- B. Related Sections:
 - 1. Section 03300 - Cast-in-place Concrete
 - 2. Section 04460 - Stone Masonry
 - 3. Section 07131 - Seld-Adhered Sheet Waterproofing
 - 4. Section 07620 - Sheet Metal Flashings and Trim

1.2 REFERENCES

- A. Reference Standards: Latest edition as of Specification date.
 - 1. ASTM International
 - a. C 920 - Standard Specification for Elastomeric Joint Sealants.
 - b. C 1193 - Standard Guide for Use of Sealants
 - c. C 1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants.
 - d. C 1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints.

1.3 SUBMITTALS

- A. Product Data: Sealant manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and installation instructions.
 - 1. Include temperature ranges for storage and application of materials, and special cold-weather application requirements or limitations.
 - 2. SpecData sheet for substrate cleaner and substrate primer recommended by sealant manufacturer for specific substrate surface and conditions.
- B. Samples:
 - 1. Sealant manufacturer's color sample card, either printed or with thin sealant beads, showing range of colors available for each product exposed to view.
- C. Installer Qualifications:
 - 1. Certificate signed by sealant manufacturer, certifying that Installer complies with requirements.
 - 2. Submit evidence that Installer's *existing company* has minimum of 5 years continuous experience in application of specified materials. Submit list of at least five completed projects of similar scope and size.

- D. Sample Warranty: Copy of sealant manufacturer's standard warranty, stating obligations, remedies, limitations, and exclusions.
- E. Following completion of Work, submit sealant manufacturer's inspection report of completed sealant installation and completed warranty; submit completed Installer warranty.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Qualified firm that is approved, authorized, or licensed by sealant manufacturer to install sealant and that is eligible to receive sealant manufacturer's warranty. Must have installations of specified materials in local area in use for minimum of five years.
- B. Stain Testing: Conduct stain tests according to ASTM C 1248 or actual in situ testing, on actual substrate materials with orientation and exposure that replicates finished joint conditions, to verify that sealants will not stain joint substrates.
- C. Compatibility Tests: Include sealant and sealers or coatings that may come into contact with sealant following sealant application.
- D. Mockups: Include installation of sealant with required sheet metal mockup.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original packages with seals unbroken, labeled with sealant manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.
- B. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which exhibit evidence of moisture during application or which have been exposed to moisture.
- C. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by sealant manufacturer. Protect stored materials from direct sunlight. Sealant manufacturer's standard packaging and covering is *not* considered adequate weather protection.
- D. Limit stored materials on structures to safe loading of structure at time materials are stored, and to avoid permanent deck deflection.
- E. Handle materials to avoid damage.
- F. Conspicuously mark wet or damaged materials and remove from site as soon as possible.
- G. Remove and replace materials that cannot be applied within stated shelf life.

1.6 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to installation of materials. Notify the Owner's Representative of conditions found to be different than those indicated in Contract Documents. The Owner's Representative will review situation and inform Contractor and Installer of changes.

- B. Comply with Owner's limitations and restrictions for site use and accessibility.
- C. Environmental Limitations: Install sealant when existing and forecast weather conditions permit sealant to be installed according to sealant manufacturer's written instructions and warranty requirements.
 - 1. Do not install sealant when ambient or substrate temperatures are below 40 degrees F or are expected to fall below 40 degrees F in the next 12 hours.
 - 2. Do not proceed with installation during inclement weather except for temporary work necessary to protect building interior and installed materials. Remove temporary work and Work that becomes moisture damaged.

1.7 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at a variance with drawings and specifications. Such conditions may interfere with Work and may consist of damage or deterioration of substrate or surrounding materials or components that could jeopardize integrity or performance of new sealant.
- B. Notify the Owner's Representative of conditions that may interfere with proper execution of Work or jeopardize integrity of new sealant prior to proceeding with Work.

1.8 WARRANTY

- A. Manufacturer's Warranty:
 - 1. Written warranty, signed by sealant manufacturer, including
 - a. Repair or replace sealant that does not comply with requirements; that does not remain watertight; that fails in adhesion, cohesion, or general durability; or that deteriorates in manner not clearly specified by submitted sealant manufacturer's data as inherent quality of material for application indicated.
 - b. Removal and replacement with new bond breaker materials.
 - c. Labor and materials to perform warranty work.
 - d. Warranty does not include sealant deterioration or failure due to following.
 - 1) Excessive joint movement caused by structural settlement or errors attributable to design or construction, resulting in stresses in sealant exceeding sealant manufacturer's written specifications for sealant elongation or compression.
 - 2) Deterioration or failure of sealant due to failure of substrate prepared according to requirements.
 - 3) Mechanical damage caused by individuals, tools, or other outside agents.
 - 4) Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.
 - 2. Warranty Period: 5 years from date of Substantial Completion.
- B. Sealant Installer's Warranty:
 - 1. Written warranty, signed by sealant installer, including
 - a. Repair or replace sealant that does not comply with requirements; that does not remain watertight; that fails in adhesion, cohesion, or general durability; or that deteriorates in manner not clearly specified by submitted sealant manufacturer's data as inherent quality of material for application indicated.
 - b. Removal and replacement with new bond breaker materials.
 - c. Labor and materials to perform warranty work.

- d. Warranty does not include sealant deterioration or failure due to following.
 - 1) Excessive joint movement caused by structural settlement or errors attributable to design or construction, resulting in stresses in sealant exceeding sealant manufacturer's written specifications for sealant elongation or compression.
 - 2) Deterioration or failure of sealant due to failure of substrate prepared according to requirements.
 - 3) Mechanical damage caused by individuals, tools, or other outside agents.
 - 4) Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.
2. Warranty Period: 2 years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 ELASTOMERIC JOINT SEALANTS

A. General:

1. Comply with ASTM C 920 and other requirements indicated.
2. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing on similar projects, mockups and preconstruction testing for this project, and field experience.
3. Select products based on mockups, preconstruction testing, and sealant manufacturer's previous testing and experience.
4. Source Limitations: Obtain each type of joint sealant through one source from single manufacturer.
5. Colors of Exposed Joint Sealants: Selected and approved in writing by Owner's Representative, from sealant manufacturer's full range.

B. Type 1: Single-Component, Non-sag, Polyurethane Sealants.

1. Iso-Flex 830, manufactured by LymTal International, Inc.
2. DynaTrol 1-XL, manufactured by Pecora Corporation.
3. SikaFlex-1a, manufactured by Sika Corporation.
4. Sonolastic NP 1, manufactured by Sonneborn.
5. Vulkem 116, manufactured by Tremco.

2.2 AUXILIARY MATERIALS

- A. General: Sealant-backer materials, primers, surface cleaners, masking tape, and other materials recommended by sealant manufacturer, that are non-staining and compatible with substrates; based on mockups, preconstruction testing, and sealant manufacturer's previous testing and experience.
- B. Bond breaker and backer rod: As recommended by sealant manufacturer. Use of open cell backer rod will not be permitted.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions with Installer and sealant manufacturer's representative for compliance with requirements and for other conditions affecting sealant performance.
 - 1. Verify dimensions of sealant joints at the project site by field measurement so that all proper sealant profiles will be accurately maintained.
 - 2. Notify the Owner's Representative in writing of conditions which may adversely affect sealant installation or performance, including joints with widths less than those allowed by sealant manufacturer for applications indicated. Do not proceed with sealant installation until these conditions have been corrected and reviewed by the Owner's Representative.
 - 3. Installation of sealant system indicates acceptance of surfaces and conditions.

3.2 COORDINATION

- A. Coordinate Work to ensure that new materials and building interior are kept continuously dry and that continuous, watertight, new sealant installation is provided. Coordinate:
 - 1. With Owner's Representative.
 - 2. With other trades to avoid or minimize work on, or in immediate vicinity of, installation in progress and completed sealant work.
 - 3. To avoid or minimize adverse effects on completed sealant work.

3.3 SURFACE PREPARATION

- A. Remove existing sealant and other foreign material from joints.
- B. Repair damaged or deteriorated substrate surfaces according to sealant manufacturer's written instructions and as approved by the Owner's Representative.
- C. Clean joint substrates immediately before installing sealant, to comply with sealant manufacturer's written instructions based on mockups and preconstruction testing.
 - 1. Remove from substrate foreign material that could interfere with adhesion of sealant, including dirt, dust, existing sealant, oil, grease, and surface coatings.
 - 2. Provide dry substrate; prevent wetting of substrate prior to sealant installation.
 - 3. Clean porous substrates, such as concrete, masonry, stone, wood, by brushing, grinding, blast-cleaning, mechanical-abrading, or combination of methods to produce clean, sound substrate capable of developing optimum bond with sealant. Remove laitance and form-release agents from concrete. Remove loose particles remaining after cleaning operations by vacuuming or blowing out joints with oil-free, compressed air.
 - 4. Clean nonporous surfaces, such as metal, with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of sealant.
 - 5. Joints with silicone sealant and preformed sealant seals should generally be masked as subsequent cleanup of spillage and smears may be very difficult.
- D. Install masking tape on adjacent surfaces to prevent permanent staining or damage due to contact with sealant or cleaning methods to remove sealant smears. Remove tape immediately after tooling sealant, without disturbing sealant.

3.4 INSTALLATION OF JOINT SEALANT

- A. General: Comply with sealant manufacturer's written installation instructions for products and applications indicated, based on mockups and preconstruction testing.
- B. Joint Priming: Prime joint substrates where recommended in writing by sealant manufacturer, based on mockups and preconstruction testing. Apply primer to comply with sealant manufacturer's written instructions.
 - 1. Confine primer to areas of sealant bond; do not allow spillage or migration onto adjoining surfaces.
 - 2. Limit priming to areas that will be covered with sealant in same day. Unless recommended otherwise by sealant manufacturer, reprime areas exposed for more than 24 hours.
- C. Install sealant backer and position to produce cross-sectional shape and proper depth of installed sealant.
 - 1. Use properly-sized backer. Do not use multiple-backer units or braided-backer units to accommodate wide joints.
 - 2. Install backer with device that will provide consistent depth between substrate surface and outer surface of backer.
 - 3. Do not leave gaps between ends of sealant backers.
 - 4. Do not stretch, twist, puncture, or tear sealant backers.
 - 5. Remove wet backers and replace with dry materials.
- D. Install bond-breaker tape at back of designated joints.
- E. Install sealant immediately after installing backer material; to produce uniform, cross-sectional shape and depth; to directly contact and fully wet joint sides and backer material; and to completely fill recesses in joint configuration.
 - 1. Install sealant flush with surface.
 - 2. Immediately after sealant application and before skinning or curing begins, tool joint with slightly concave surface, compressing sealant into joint to form smooth, uniform sealant bead; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Do not use tooling agent.
 - 3. Install sealant slightly below the surface.
 - 4. Immediately after sealant application and before skinning or curing begins, lightly tool joint, compressing sealant into joint to form smooth, uniform sealant bead; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Do not use tooling agent.
 - 5. Remove excess sealant from surfaces adjacent to joints.

3.5 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Owner's Representative will perform non-destructive and destructive field adhesion tests on sealant in accordance with ASTM C 1521.
 - I. Non-destructive testing:
 - a. Depress center of sealant bead with probing tool to depth of 50 percent of bead width, or depress sealant bead near substrate bond-line until it appears visually that sealant is about to fail in cohesive.

- b. Record if sealant failed and, if so, if failure was adhesive or cohesive and maximum surface depression as percent of joint width.
- c. Perform test every 12 inches for first 10 linear feet of joint; if no test failure is observed, test every 24 inches thereafter.
2. Destructive testing:
 - a. Cut 6-inch-long tail of sealant loose from substrate.
 - b. Mark tail 1 inch from adhesive bond.
 - c. Grasp tail 1 inch from adhesive bond and pull until tail extends to two times published movement capability of sealant. If sealant has not failed, continue pulling to failure.
 - d. Record elongation at failure and if failure was adhesive or cohesive.
 - e. Observe sealant for complete filling of joint with absence of voids, and for joint configuration in compliance with requirements. Record observations and sealant dimensions
 - f. Perform test every 100 feet for first 1,000 linear feet of joint; if no test failure at two times movement capability occurs, test every 1,000 feet thereafter or approximately once per floor per elevation, whichever is more frequent.
3. Test reports shall include date when sealant was installed, name of person who installed sealant, test date, test location, and whether primer was used.
4. Immediately after testing, Contractor shall replace failed sealant in test areas. Neatly cut out and remove failed sealant, prepare and prime surfaces, and install new sealant. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
5. Sealant not evidencing adhesive failure from testing or noncompliance with requirements will be considered satisfactory.
6. Where Owner's Representative determines that sealant has failed adhesively from testing or does not comply with requirements, additional testing will be performed to determine extent of non-conforming sealant. Neatly cut out and remove non-conforming sealant, prepare and prime surfaces, and install new sealant. Perform field adhesion tests on new sealant. Additional testing and replacement of non-conforming sealant shall be at Contractor's expense.

3.6 CLEANING AND PROTECTION

- A. Clean off excess sealant or sealant smears as Work progresses by methods and with cleaning materials approved in writing by sealant manufacturers and manufacturers of products in which joints occur.
- B. Protect sealant during and after curing period from contact with contaminating substances and from damage, so sealants are without deterioration or damage at time of Substantial Completion. If damage or deterioration occurs, neatly cut out and remove damaged or deteriorated sealant, prepare and prime surfaces, and install new sealant. Replace sealant immediately so new sealant is indistinguishable from original Work.

END OF SECTION



SECTION 09225

CEMENTITIOUS PARGE COAT

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes preparation and mixing of mortar for installation of below-grade parge coating to serve as substrate for below-grade sheet membrane waterproofing:
- B. Related Sections include the following:
 - 1. Section 04935 - Masonry Surface Preparation
 - 2. Section 07131 - Self-Adhering Sheet Waterproofing

1.2 REFERENCES

- A. Except as modified by the Project Specifications, applicable portions of the following reference standards shall govern the work. All standards latest edition as of the date of the Specifications:
 - 1. Mortar:
 - a. American Society for Testing and Materials (ASTM)
 - 1) C150 - Specifications for Portland Cement
 - 2) C780 - Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry

1.3 DEFINITIONS

- A. Parge Coat: A thin coat of Portland cement mortar used as a leveling and bonding surface for the below-grade waterproofing.

1.4 QUALITY CONTROL AND TESTING DURING CONSTRUCTION

- A. Parge coat
 - 1. The Contractor shall engage and pay the costs for a testing laboratory, approved by the Owner, to test compressive strength of grout.
 - 2. One set of nine grout specimens should be constructed at a random day and time each week in accordance with ASTM C1019.
 - 3. Three specimens are to be tested at 7 days and three at 28 days in accordance with C1019 and C 39.

1.5 SUBMITTALS

- A. Product Data: Materials description for all materials to be used in Work.
- B. Test Reports: Test reports from an independent laboratory for all required tests.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1093 for testing indicated, as documented according to ASTM E 548.
- B. Contractor Qualifications:
 - 1. Contractor: Must have a minimum of five (5) years experience in construction and supervision of masonry work.
 - 2. Masons: Must have a minimum of two (2) years experience on construction of masonry.
 - 3. Mixers: Must have a minimum of two (2) years experience in Preparation of masonry mortar.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in manufacturer's sealed packaging and store unopened until required for use.
- B. Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Cementitious Materials (MASONRY CEMENTS WILL NOT BE ALLOWED)
 - 1. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Aggregates for Mortar
 - 1. ASTM C144 except that the grading shall comply with the limits specified in Section 4.3 of BIA M1. Sand shall contain no more than 50 parts per million of chloride ions. Sand shall be free of organic contaminants.
 - 2. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
- C. Water
 - 1. Clean and potable.
 - 2. Free from deleterious amounts of acids, alkalis or organic materials.
- D. Polymer Additive
 - 1. Acryl 60 - Manufactured by Thoro Division of Chemrex, Inc.
 - 2. Latex R -Manufactured by Sika®

2.2 MIX DESIGN

- A. Parge Coat
 - 1. 1 part cement

2. 3 parts sand
3. Water: Add enough to bring the mix to a thick pancake batter consistency. Use one third to one half polymer additive with mixing water.

2.3 BAG MIX

- A. Proprietary pre-blended polymer modified cementitious coatings
 1. Thoroseal Waterproof Cement Based Coating - Manufactured by BASF
 2. Tamoseal Cement based Waterproofing Finish - Manufactured by Euclid Chemical Company.

2.4 MIXING

- A. General
 1. Size mixer to produce batches that will be applied within maximum of 1 hour after mixing.
 2. Accurately measure ingredients, including water, using measuring devices of known volume. Shovels or water buckets shall not be used as measuring devices. Proportion successive batches alike.
 3. Use damp, loose sand.
 4. Place parge or slurry within one hour after mixing. Stiffened parge shall not be retempered with additional water.
 5. Protect mixtures from frost, contamination, and evaporation.
- B. Mechanical Mixing
 1. Mix each batch separately; double batching with single batch discharge shall not be permitted.
 2. Maintain mixer in clean condition before, during, and after parge preparation. Remove partially set and hardened parge from mixer drum before next batch. If mixer has been previously used in preparing gypsum parge, thoroughly clean prior to use to prepare cement parge.
 3. Mix materials in mechanical mixers for a minimum of two minutes or until ingredients present a uniform color in the mixer. Use the minimum amount of water required to produce parge of a workable consistency.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present for compliance with requirements and other conditions affecting performance.
 1. Coordinate with responsible entity to perform corrective work on unsatisfactory substrate.
 2. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Site Verification of Conditions: Notify Engineer/Landscape Architect of conditions or details not addressed by Drawings or specifications in writing.
 1. Examine conditions at surfaces where parge is to be installed. Verify that substrates to receive parge conform to the requirements of ASTM C 926.

2. Verify that areas and conditions under which Work is to be performed permit proper and timely completion of the Work.
3. Beginning of Work constitutes acceptance of conditions and substrates.

3.2 PREPARATION

A. Protection:

1. Protect existing surfaces to remain, or adjacent finished surfaces from staining or damage from pargework. Protect adjacent Work from moisture deterioration and soiling resulting from pargeing operations. Clean and repair surfaces that are damaged from pargework to the satisfaction of the Owner and Engineer/Landscape Architect and at no additional cost to the Owner.

B. Surface Preparation:

1. Remove existing parge and waterproofing down to the substrate. Patch/repair existing damaged substrates.
2. Allowable tolerances for flat surfaces shall not exceed 1/4 inch in 8 feet for bow or warp of surface, or for plumb or level.
3. Clean substrates to receive pargework and remove deleterious substances and obstructions that might impair Work.

3.3 APPLICATION

A. Portland Cement Parge

1. Apply parge to the thickness specified, measured from to face of finished parge surface. Apply parge to an entire surface with interruptions occurring only at openings
2. Parge Coat: Comply with ASTM C 926.
 - a. Apply parge coat to a minimum thickness of 3/8 inch, with sufficient pressure and material to ensure tight contact with substrate
 - b. Place parge coat before end of pot life. Stiffened parge shall not be retempered with additional water.
 - c. Protect curing parge from direct sunlight and wind.
 - d. Provide parge surfaces that are ready to receive field-applied finishes indicated

3.4 CLEANING

- A. At the conclusion of masonry Work remove all equipment and surplus material used for mixing mortar, clean up all debris and refuse and remove same from the site

END OF SECTION

**PROJECT MANUAL
VOLUME II**



Set No. _____

City of Austin
CITY CODE CHAPTER 2-9a
CONSTRUCTION SERVICES
MBE/WBE PROCUREMENT PROGRAM

**Elisabet Ney Museum Building,
ADA Accessibility and Landscape Improvements**

304 East 44th Street, Austin, Texas 78751

CIP ID No. 7551.002
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2nd Low Bidder

IFB - MBE/WBE COMPLIANCE PLAN

All sections (I-VIII) must be completed and submitted prior to the due date in the solicitation documents

Section I - Project Identification and Goals

Project Name	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
Solicitation Number	6100 IFB CLMC055

Project Goals or Subgoals		
MBE	7.14	%
African American	N/A	%
Hispanic American	N/A	%
Native/Asian American	N/A	N/A %
WBE	3.23	%

Section II - Prime Company Information

BART 159760

Name of Company	Barecky Construction Company
Address	450 Lange Road
City, State Zip	Wimberley, TX 78169
Phone	(512) 842-2106
Fax	(512) 842-2206
Name of Contact Person	Larry Barecky
Is prime company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge and belief. I further understand and agree that this Compliance Plan shall become a part of my contract with the City of Austin.

Larry W. Barecky, President
Name and Title of Authorized Representative

Larry W. Barecky
Signature

6/18/09
Date

For SMBR Use Only:	
I have reviewed this compliance plan and found that the Bidder HAS <input checked="" type="checkbox"/> HAS NOT <input type="checkbox"/> complied as per the City Code Chapter 2-9A	
Reviewing Executive	<u>Raymond M. Young</u> Date <u>June 30, 2009</u>
Director / Assistant Director	<u>Stephen A. Elkins</u> Date <u>6/30/2009</u>

Section III — Compliance Plan Summary

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (if applicable): \$ 285,553.⁰⁰

\$116,641.00

Goals: Proposed Participation		
MBE	\$ 53,821-	18.9 %
WBE	\$ 14,807-	5.2 %
Non-Certified	\$	%

18.85%
5.19%
40.85%

SubGoals: Proposed Participation		
African American	\$ N/A	N/A %
Hispanic	\$ N/A	N/A %
Native/Asian American	\$ N/A	N/A %
WBE	\$ N/A	N/A %
Non-Certified	\$ N/A	N/A %

Bidder's own participation in base bid (less any amount subcontracted):

Amount: \$ 100,284.- Percentage: 35.2 % 35.11%

Are the stated goals or subgoals of the solicitation met? (If no, attach documentation of Good Faith Efforts)

Yes No

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE 18.85% WBE 5.19%

African-American _____%; Hispanic _____%; Native/Asian American _____%; WBE _____%

Section IV — Disclosure of MBE and WBE Participation
Duplicate As Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Name of MBE/WBE Certified Firm	ABC Erosion Control Inc.
City of Austin Certified	MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> Ethnic/Gender Code: FH
Vendor Code	ABC8302481 ✓
Address/ City / State / Zip	PO Box 2251, Leander, TX 78646
Contact Person	Eddie Sanchez Phone #: (512) 259-3894
Amount of Subcontract	\$5,444- 1.9 %
Commodity codes/describe services	Erosion control & tree protection

Name of MBE/WBE Certified Firm	Capitol Concrete Contractors Inc.
City of Austin Certified	MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> Ethnic/Gender Code: FW
Vendor Code	CAP8313502 ✓
Address/ City / State / Zip	P.O. Box 438, Liberty Hill, TX 78642
Contact Person	Ryan Killingsworth Phone #: (512) 515-0650
Amount of Subcontract	\$ 6,983. 2.5 %
Commodity codes/describe services	Concrete

Name of MBE/WBE Certified Firm	Maldonado Nursery & Landscaping, Inc.
City of Austin Certified	MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: MH
Vendor Code	MAL6026965 ✓
Address/ City / State / Zip	16348 Nacogdoches, San Antonio, TX 78247
Contact Person	Bob Levy Phone #: (210) 599-1219
Amount of Subcontract	\$ 43,021.- 15.1 %
Commodity codes/describe services	Landscaping

Name of MBE/WBE Certified Firm	Viking Fence Co Ltd.
City of Austin Certified	MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: MH
Vendor Code	VIX4998250 ✓
Address/ City / State / Zip	9602 Gray Blvd, Austin, TX 78758
Contact Person	Blair Wilson Phone #: (512) 837-6411
Amount of Subcontract	\$ 7,600.- 2.7 %
Commodity codes/describe services	Fencing

Section IV — Disclosure of MBE and WBE Participation
Duplicate As Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Name of MBE/WBE Certified Firm	White Photographic Services
City of Austin Certified	MBE <input checked="" type="checkbox"/> (WBE) <input checked="" type="checkbox"/> Ethnic/Gender Code: FH
Vendor Code	WHI5140500
Address/ City / State / Zip	P.O. Box 1202, Dripping Springs, TX 78620
Contact Person	Esperanza White Phone #: (512) 858-4949
Amount of Subcontract	\$ 2,380 0.9 %
Commodity codes/describe services	Construction photography

Name of MBE/WBE Certified Firm	Chivas Engineering & Consulting, Inc.
City of Austin Certified	(MBE) <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: FA
Vendor Code	VS0000004131
Address/ City / State / Zip	2908 Barton Point Drive, Austin, TX 78733
Contact Person	Vasant Ramkumar Phone #: (512) 217-0853
Amount of Subcontract	\$ 3,200 1.2 %
Commodity codes/describe services	Electrical

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	

Section V — Disclosure of Non-Certified Subcontractors
Duplicate As Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Will non-certified subcontractors/suppliers be used? Yes No

Subcontractor	Kiva Inc.
Vendor Code	KIV7120365 ✓
Address/ City / State / Zip	1501 Hillside Terrace, Buda, TX 78610
Contact Person	Gary Griffin Phone #: (512) 295-8900
Amount of Subcontract	\$71,555 - 25.1 %
Commodity codes/describe services	Site work & demolition
Reason MBE/WBE not used	No MBE/WBE bids were received.

Subcontractor	Construction Metal Products, Inc.
Vendor Code	CON7120165 ✓
Address/ City / State / Zip	23901 IH35, Kyle, TX 78640
Contact Person	Robert Duda Phone #: (512) 268-3888
Amount of Subcontract	\$2,383 - 0.9 %
Commodity codes/describe services	Metal Fabrication
Reason MBE/WBE not used	No other bids were received.

Subcontractor	Jim Connelly Masonry, Inc.
Vendor Code	JIM8311186 ✓
Address/ City / State / Zip	7804-B Thomas Springs, Austin, TX 78736
Contact Person	Jim Connelly Phone #: (512) 288-2368
Amount of Subcontract	\$29,709 - 10.4 %
Commodity codes/describe services	Masonry
Reason MBE/WBE not used	No other bids were received.

Subcontractor	Ace Hydrosield Waterproofing
Vendor Code	ACE8318527 ✓
Address/ City / State / Zip	13315 Evergreen Way, Austin, TX 78737
Contact Person	Wayne Carriker Phone #: (512) 288-5379
Amount of Subcontract	\$13,000 - 4.6 %
Commodity codes/describe services	Waterproofing
Reason MBE/WBE not used	MBE/WBE bid was not competitive

Section VI Disclosure of Second-Level Subcontractors
Duplicate as Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	N/A
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Section VII Disclosure of Primary and Alternate Trucking Subcontractors
 Duplicate as Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance Plans not complying with these requirements shall be rejected as non-responsive

Primary Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	N/A
Contact Person	Phone #:
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence availability list at least five (5) business days prior to the submission of this *Compliance Plan*?

Yes No

2. Is documentation of those written notices attached?

Yes No

3. Is written documentation of efforts to reach agreements with the MBE/WBEs who responded affirmatively to the Bidder's written notice attached?

Yes No

4. Is documentation of other efforts to meet the goals or subgoals attached?

Yes No

5. Were additional elements of work identified to achieve the goals or subgoals?

Yes No

If yes, please explain: We listed 12 possible scopes of work for
vendors to bid.

6. Was SMBR or any other Minority or Women organization contacted for assistance?

Yes No

If yes, complete following:

Organization: Please see the attached list of

Contact Person: MBE/WBE focused groups and

Date of Contact: plan rooms to which we sent an
invitation to bid.

LETTER OF INTENT

Name of Prime Contractor: Barecky Construction Company

Address: 450 Lange Road Wimberley TX 78676
Street City State Zip Code

Telephone: (512) 842-2106 Fax (512) 842-2206 Proposed Contract Amount: \$ 285,553.⁰⁰

Project/Solicitation Number: 6100 IFB CLMCO55

Project Name: Elisabet May Building, ADA Accessibility and Landscape Improvement

Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: 120 days

Level of Subcontracting (check one): 1st 2nd 3rd

Name of Subcontractor: ABC Erosion Control Inc.

Address: P.O. Box 2251 Leander TX 78646
Street City State Zip Code

Telephone: (512) 259-3884 Fax (512) 259-4467 Proposed Subcontract Amount: \$ 5444.⁰⁰

Commodity Code and description of work to be performed by Subcontractor Firm:

Erosion control + tree protection

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Barecky Construction Company
Name of Firm

[Signature]
Signature

Larry W. Barecky
Print Name

President
Title

7/15/09
Date

Subcontractor:

ABC Erosion Control Inc.
Name of Firm

[Signature]
Signature

Belinda Sanchez
Print Name

president
Title

7/15/09
Date

STATE OF Texas

COUNTY OF Hays

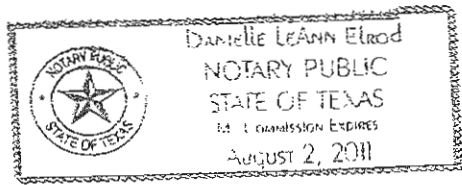
SUBSCRIBED AND SWORN TO before me on the

15th day of July, 2009

Danielle LeAnn Elrod

Notary Public

2-9A



STATE OF Texas

COUNTY OF Williamson

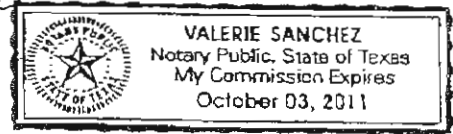
SUBSCRIBED AND SWORN TO before me on the

15th day of July, 2009

[Signature]

Notary Public

20



Appendix C

LETTER OF INTENT

Name of Prime Contractor: Barecky Construction Company

Address: 450 Lange Road Wimberley TX 78676
Street City State Zip Code

Telephone: (512) 842-2106 Fax: (512) 842-2206 Proposed Contract Amount: \$ 285,553.⁰⁰

Project/Solicitation Number: 6100 IEBCLMC055

Project Name: Elisabet Mey Building, ADA Accessibility and Landscape Improvement
Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: 120 days

Level of Subcontracting (check one): 1st 2nd 3rd

Name of Subcontractor: Capital Concrete Contractors, Inc.

Address: P.O. Box 438 Liberty Hill TX 78642
Street City State Zip Code

Telephone: (512) 515-0650 Fax: (512) 515-0645 Proposed Subcontract Amount: \$ 6,983.-

Commodity Code and description of work to be performed by Subcontractor Firm:

Concrete

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Barecky Construction Company
Name of Firm

Capital Concrete Contractors, Inc
Name of Firm

[Signature]
Signature

[Signature]
Signature

Larry W. Barecky
Print Name

Sandra Moore
Print Name

President
Title

President
Title

7/15/09
Date

7/14/09
Date

STATE OF Texas
COUNTY OF Hays

STATE OF Texas
COUNTY OF Williamson

SUBSCRIBED AND SWORN TO before me on the
15th day of July, ~~2008~~ 2009

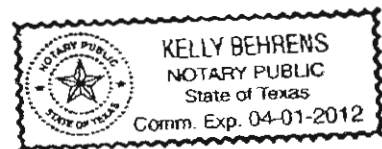
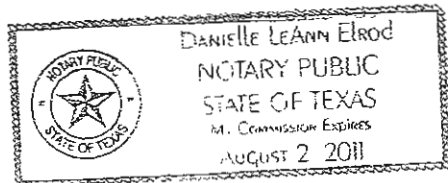
SUBSCRIBED AND SWORN TO before me on the
14 day of July, 2009

Danielle LeAnn Elrod

[Signature]

Notary Public

Notary Public



LETTER OF INTENT

Name of Prime Contractor: Barecky Construction Company

Address: 450 Lange Road Wimberley TX 78176
Street City State Zip Code

Telephone: (512) 842-2106 Fax: (512) 842-2206 Proposed Contract Amount: \$ 285,553.00

Project/Solicitation Number: 6100 IEB CLMCOSS

Project Name: Elisabet Mey Building, ADA Accessibility and Landscape Improv

Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: 120 days

Level of Subcontracting (check one): 1st 2nd 3rd

Name of Subcontractor: Maldonado Nursery & Landscaping Inc

Address: 16348 Nacogdoches San Antonio TX 78247
Street City State Zip Code

Telephone: (210) 599-1219 Fax: (210) 599-9736 Proposed Subcontract Amount: \$ 43,021.-

Commodity Code and description of work to be performed by Subcontractor Firm:

Landscaping

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor

Subcontractor

Barecky Construction Company
Name of Firm

Maldonado Nursery & Landscaping
Name of Firm

[Signature]
Signature

[Signature]
Signature

Larry W. Barecky
Print Name

Jerry Maldonado
Print Name

President
Title

Vice President
Title

7-15-09
Date

7-14-09
Date

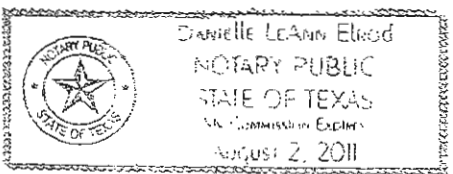
STATE OF Texas
COUNTY OF Hays
SUBSCRIBED AND SWORN TO before me on the
15th day of July, 2009

STATE OF Texas
COUNTY OF Bexar
SUBSCRIBED AND SWORN TO before me on the
14th day of July, 2009

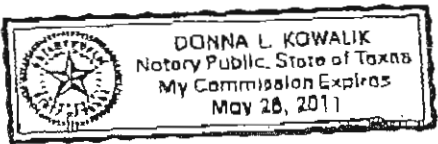
Danielle de Ann Elrod
Notary Public

Donna L. Kowalik
Notary Public

2-9A



20



LETTER OF INTENT

Name of Prime Contractor: Barecky Construction Company

Address: 450 Lange Road Wimberley TX 7816710

Telephone: (512) 842-2116 Fax (512) 842-2206 Proposed Contract Amount \$ 285,553.00

Project/Solicitation Number: 6100 IFB CLMCO55

Project Name: Elisabet Mey Building, ADA Accessibility and Landscape Improvement
Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: 120 days

Level of Subcontracting (check one): 1st 2nd 3rd

Name of Subcontractor: Viking Fence Co. Ltd.

Address: 91002 Gray Blvd Austin TX 78758

Telephone: (512) 837-6411 Fax: (512) 837-6179 Proposed Subcontract Amount \$ 7,600.00

Commodity Code and description of work to be performed by Subcontractor Firm:

Fencing

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Barecky Construction Company

Viking Fence Co.

Larry W. Barecky
Signature

TAMMIE PERRY
Signature

Larry W. Barecky
Print Name

VP OF OPERATIONS
Print Name

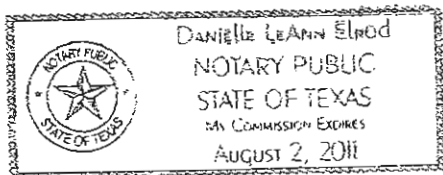
President
Title

7/14/09
Date

7-15-09
Date

STATE OF Texas
COUNTY OF Dallas
SUBSCRIBED AND SWORN TO before me on the
15th day of July, 2009
Danielle LeAnn Elrod
Notary Public

STATE OF TEXAS
COUNTY OF TRAVIS
SUBSCRIBED AND SWORN TO before me on the
14 day of July, 2009
Cyril Ross
Notary Public



LETTER OF INTENT

Name of Prime Contractor: Barecky Construction Company

Address: 450 Lange Road Wimberley TX 78676
Street City State Zip Code

Telephone: (512) 842-2106 Fax: (512) 842-2206 Proposed Contract Amount: \$ 285,553.00

Project/Solicitation Number 6100 IEB CLMCO55

Project Name: Elisabet Ney Building, ADA Accessibility and Landscape Improvement
Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance 120 days
Level of Subcontracting (check one): 1st 2nd 3rd

Name of Subcontractor: White Photographic Svc.

Address: P.O. Box 1202 Dripping Springs, TX 78620
Street City State Zip Code

Telephone: (512) 858-9999 Fax: (512) 858-1949 Proposed Subcontract Amount: \$ 2,380.00
Commodity Code and description of work to be performed by Subcontractor Firm:

Construction photography

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

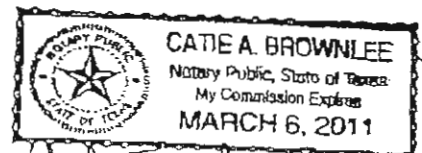
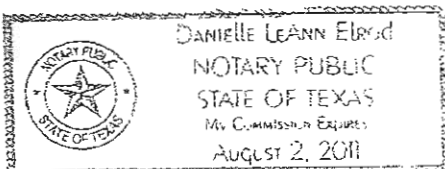
Subcontractor:

Barecky Construction Company
Name of Firm
[Signature]
Signature
Larry W. Barecky
Firm Name
President
Title
7-15-09
Date

White Photographic Svc.
Name of Firm
[Signature]
Signature
Esperanza White
Firm Name
owner-operator
Title
7-14-09
Date

STATE OF Texas
COUNTY OF Hays
SUBSCRIBED AND SWORN TO before me on the
15th day of July, 2009.
Danielle LeAnn Elrod
Notary Public

STATE OF Texas
COUNTY OF Hays
SUBSCRIBED AND SWORN TO before me on the
14th day of July, 2009.
Notary Public



LETTER OF INTENT

Name of Prime Contractor: Barecky Construction Company

Address: 450 Lange Road Wimberley TX 78676
Street City State Zip Code

Telephone: (512) 842-2106 Fax (512) 842-2206 Proposed Contract Amount \$ 285,553.⁰⁰

Project/Solicitation Number: 6100 IFB CLMC055

Project Name: Elisabet Mey Building, ADA Accessibility and Landscape Improvement

Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: 120 days

Level of Subcontracting (check one): 1st 2nd 3rd

Name of Subcontractor: Chivas Engineering & Consulting, Inc.

Address: 2908 Barton Point Dr. Austin TX 78733
Street City State Zip Code

Telephone: (512) 219-0853 Fax: (512) 402-0507 Proposed Subcontract Amount: \$ 3,200.-

Commodity Code and description of work to be performed by Subcontractor Firm:

Electrical

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Barecky Construction Company
Name of Firm

[Signature]
Signature

Larry W. Barecky
Firm Name

President
Title

7-15-09
Date

Chivas Engineering & Consulting
Name of Firm

[Signature]
Signature

VASANT C. RANKUMAL
Firm Name

CEO
Title

7/14/09
Date

STATE OF Texas
COUNTY OF Hays

SUBSCRIBED AND SWORN TO before me on the

15th day of July, 2009

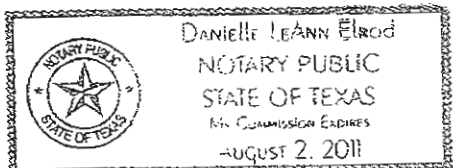
Danielle LeAnn Elrod
Notary Public

STATE OF Texas
COUNTY OF Tarrant

SUBSCRIBED AND SWORN TO before me on the

14th day of July, 2009

[Signature]
Notary Public



LETTER OF INTENT

Name of Prime Contractor: Barecky Construction Company
 Address: 450 Lange Road Wimberley TX 78676
Street City State Zip Code
 Telephone: (512) 842-2106 Fax: (512) 842-2206 Proposed Contract Amount: \$ 285,553.⁰⁰
 Project/Solicitation Number: 6100 IEB CLMCO55

Project Name: Elisabet Mey Building, ADA Accessibility and Landscape Improver
 Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: 120 days
 Level of Subcontracting (check one): 1st 2nd 3rd

Name of Subcontractor: Kiva Inc.

Address: 1501 Hillside Terrace Buda TX 78610
Street City State Zip Code

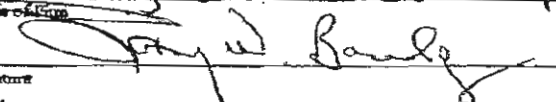
Telephone: (512) 295-8900 Fax: (512) 295-8901 Proposed Subcontract Amount: \$ 71,555.-

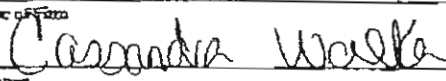
Commodity Code and description of work to be performed by Subcontractor Firm:
Site work & demolition

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

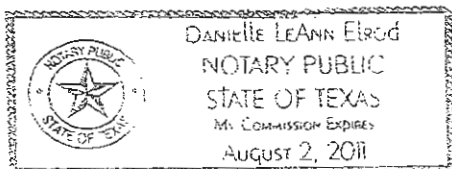
Barecky Construction Company
Name of Firm

Signature
Larry W. Barecky
Print Name
President
Title
7-15-09
Date

Kiva Inc.
Name of Firm

Signature
Cassandra Walker
Print Name
Office Manager
Title
7-14-09
Date

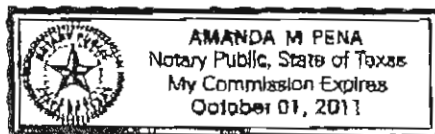
STATE OF Texas
 COUNTY OF Hays
 SUBSCRIBED AND SWORN TO before me on the
15th day of July, 2009
Danielle LeAnn Elrod
 Notary Public

STATE OF Texas
 COUNTY OF Hays
 SUBSCRIBED AND SWORN TO before me on the
14th day of July, 2009
Amanda M. Pena
 Notary Public

2-9A



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LETTER OF INTENT

Name of Prime Contractor Barecky Construction Company

Address: 450 Lange Road Wimberley TX 78676
Street City State Zip Code

Telephone: (512) 842-2106 Fax: (512) 842-2206 Proposed Contract Amount: \$ 285,553.⁰⁰

Project/Solicitation Number: 6100 IEB CLM055

Project Name: Elisabet Mey Building, ADA Accessibility and Landscape Improve.
Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: 120 days

Level of Subcontracting (check one): 1st 2nd 3rd

Name of Subcontractor: Construction Metal Products, Inc.

Address: 23971 IH 35 Kyle TX 78640
Street City State Zip Code

Telephone: (512) 268-3888 Fax: (512) 268-2888 Proposed Subcontract Amount: \$ 2,383.-
Commodity Code and description of work to be performed by Subcontractor Firm:

Metal Fabrication.

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor

Subcontractor

Barecky Construction Company
Name of Firm

Construction Metal Products, Inc.
Name of Firm

Larry W. Barecky
Signature

[Signature]
Signature

Larry W. Barecky
Print Name

ROBERT G. PARR
Print Name

President
Title

POBS
Title

7-15-09
Date

7/15/09
Date

STATE OF Texas
COUNTY OF Hays

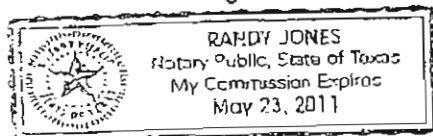
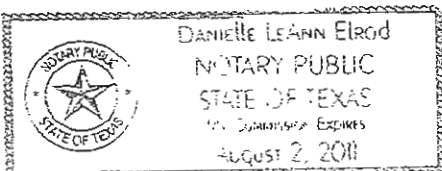
STATE OF TEXAS
COUNTY OF HAYS

SUBSCRIBED AND SWORN TO before me on the
15th day of July, 2009

SUBSCRIBED AND SWORN TO before me on the
15 day of July, 2009

Danielle LeAnn Elrod
Notary Public

Randy Jones
Notary Public



2-9A

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09-250

LETTER OF INTENT

Name of Prime Contractor: Barecky Construction Company

Address: 450 Lange Road Wimberley TX 78676
Street City State Zip Code

Telephone: (512) 842-2106 Fax: (512) 842-2206 Proposed Contract Amount: \$ 285,553.00

Project/Solicitation Number: 10100 IFB CLMC055

Project Name: Elisabet Ney Building, ADA Accessibility and Landscape Improv

Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: 120 days

Level of Subcontracting (check one): 1st 2nd 3rd

Name of Subcontractor: Jim Connelly Masonry, Inc.

Address: 7804-B Thomas Springs Austin TX 78736
Street City State Zip Code

Telephone: (512) 288-2368 Fax: (512) 301-4222 Proposed Subcontract Amount: \$ 29,703.-

Commodity Code and description of work to be performed by Subcontractor Firm:

masonry

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Barecky Construction Company
Name of Firm

Jim Connelly Masonry, Inc.
Name of Firm

Signature

Signature

Larry W. Barecky
Print Name

Jim Connelly
Print Name

President
Title

POES
Title

7-15-09
Date

7/14/09
Date

STATE OF Texas

STATE OF Texas

COUNTY OF Hays

COUNTY OF Travis

SUBSCRIBED AND SWORN TO before me on the

SUBSCRIBED AND SWORN TO before me on the

15th day of July, 2009

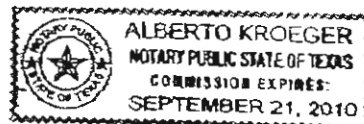
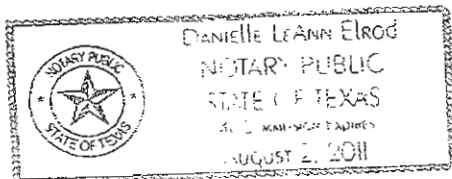
14th day of July, 2009

Danielle LeAnn Elrod

[Signature]

Notary Public

Notary Public



LETTER OF INTENT

Name of Prime Contractor: Barecky Construction Company

Address: 450 Lange Road Wimberley TX 78676
Street City State Zip Code

Telephone: (512) 842-2106 Fax: (512) 842-2206 Proposed Contract Amount: \$ 285,553.00

Project/Solicitation Number: 16100 IEBCLMCO55

Project Name: Elisabet Mey Building, ADA Accessibility and Landscape Improve...

Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: 120 days

Level of Subcontracting (check one): 1st 2nd 3rd

Name of Subcontractor: Ace Hydroshield Waterproofing & Restoration

Address: 13315 Evergreen Way Austin TX 78737
Street City State Zip Code

Telephone: (512) 288-5319 Fax: (512) 394-9504 Proposed Subcontract Amount: \$ 13,000.-

Commodity Code and description of work to be performed by Subcontractor Firm:

Waterproofing

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Barecky Construction Company
Name of Firm

[Signature]
Signature

Larry W. Barecky
Print Name

President
Title

7-15-09
Date

Ace Hydroshield Waterproofing
Name of Firm

[Signature]
Signature

Wayne Carriker
Print Name

Partner / Owner
Title

7-15-09
Date

STATE OF Texas
COUNTY OF Hays
SUBSCRIBED AND SWORN TO before me on the

15th day of July, 2009
Danielle LeAnn Elrod

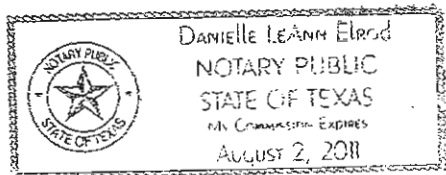
Notary Public

STATE OF Texas
COUNTY OF Hays
SUBSCRIBED AND SWORN TO before me on the

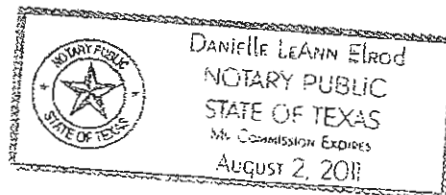
15th day of July, 2009
Danielle LeAnn Elrod

Notary Public

2-9A



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MBE/WBE GOALS

<u>Annual/Project Participation Goals:</u>				<u>Annual/Project Participation Subgoals:</u>		
MBE	7.14	%		African American	N/A	%
WBE	3.23	%	OR	Hispanic American	N/A	%
				Asian/Native American	N/A / N/A	%
				WBE		%

OVERVIEW

This document should be read in conjunction with the City of Austin’s Minority-owned and Women-owned Business Enterprise Procurement Program for Construction (Chapter 2-9A of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9A apply to this document. Copies of Chapter 2-9A and SMBR Rules may be obtained online at <http://www.ci.austin.tx.us/smbr/rules.htm> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting bids for this solicitation agree to abide by the City’s MBE/WBE Procurement Program and Rules. The City’s MBE/WBE program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firms for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9A-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project’s goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City’s solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if the project goals are not met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at (512) 974-7600. Such contact will not be a violation of the anti-lobbying ordinance.

The City has implemented Anti-Lobbying Ordinance 20071206-045 (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the contract is executed. During the “no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the Ordinance, City Chapter, or solicitation documents for further details.

If the *Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date and time specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.

COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

SMBR may request written clarification of items listed on the *Compliance Plan*. However, there will be no further opportunity for the Bidder to augment the MBE/WBE participation originally listed in the *Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *Compliance Plan*. Changes to the *Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use "none" or "N/A" where appropriate, and sign and date the *Compliance Plan* as indicated. Please fill in all the blanks and use EXACT numbers. DO NOT USE: "approximate," "plus or minus (+ -)," "up to," "to be determined (TBD)," < >, or any other qualifying language.

***Compliance Plans* not complying with *Compliance Plan* Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.**

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Prime Company Information

The Bidder should complete this section with its information and sign in the space provided. The portion of Section II marked as "Reserved for City of Austin SMBR Only" should be left blank.

Section III *Compliance Plan* Summary

This section is a summary of subcontractor participation in this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail.

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subcontractors and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE's subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the *Compliance Plan*, the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the *Compliance Plan*, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

- (1) work performed by the MBE/WBE's own forces;
- (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
- (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
- (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the *Compliance Plan* subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the *Compliance Plan* for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the

project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the *Compliance Plan* as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the *Compliance Plan* is filed may cease to be a certified Firm before the contract is completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors to be used in the performance of this contract, except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). If Bidder will not use any non-certified Firms, please write "N/A" in the first box on this page.

If additional scopes of work are identified in this section as available for subcontracting beyond those identified in the availability lists provided, Bidder must contact SMBR to request an availability list of certified Firms for those additional scopes of work.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors. If Bidder did meet the project goals, please write "Goals Met" in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidder knows that one or more of their subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. The value of the second-level subcontracted work may be counted toward the project goals only based on the second-level subcontractor's own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified Firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified Firm shall not be counted twice towards the goal.

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Please complete this section if the project includes trucking or hauling services as a scope of work. Each time this scope of work is required on the project, Bidder must contact the Firm listed as the primary trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Bidder may contact the alternate trucking subcontractors in the order that Bidder lists them in this section. Bidder must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Bidder will not need to submit a Request for Change to use the alternate trucking subcontractors if Bidder contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Bidder listed them on this section.

For purposes of meeting the project goals or subgoals at the *Compliance Plan* stage, the entire value of this scope of work shall be assigned to the primary trucking subcontractor. At contract closeout, MBE/WBE participation will be counted based on the actual usage of the primary and alternate trucking subcontractors.

Section VIII MBE/WBE Compliance Plan Check Sheet

Please complete the MBE/WBE *Compliance Plan* Check Sheet with the information requested.

GOOD FAITH EFFORTS INSTRUCTIONS

(See Appendices B and D)

The Bidder has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Bidder cannot achieve the goals or subgoals, documentation of the Bidder's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

As part of Good Faith Efforts, Bidders must contact MBE/WBE subcontractors for each scope of work where there is a subcontracting opportunity. The availability list found at Appendix D includes information for certified MBE/WBE businesses. The availability list has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the SLBP Area*. While only vendors on the SLBP list must be contacted, all of the Firms listed are certified as MBE/WBEs for purposes of meeting the project goals.

The City neither warrants the capacity nor guarantees the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Bidder identifies one or more work areas that are appropriate subcontracting opportunities that are not included on the availability list, the Bidder shall contact SMBR to request the availability of MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if Bidder believes that the lists are inaccurate, notify the authorized contact person of the concern. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBE/WBE's certification status may be addressed to SMBR at (512) 974-7600 or the SMBR Certification Division at (512) 974-7645. If Bidder wants to use a subcontractor that does not appear on this list, Bidder may either request the subcontractor to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subcontractors on the *Vendors Within SLBP Area* availability list. The information must be obtained at least five (5) business days prior to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Attached to the Subcontractor Vendor List at Appendix D is a list containing the names and addresses of all the MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

GND	A firm's two-digit gender/ethnicity code (e.g., FA, MA, or FB)	LCTN	A firm's two-digit location code (e.g., SL or TX)
FA	Female / Asian-American	FN	Female / Native American
MA	Male / Asian-American	MN	Male / Native American
FB	Female / African-American	FW	Female
MB	Male / African-American	SL	Significant Local Business Presence (SLBP)
FH	Female / Hispanic	TX	Outside SLBP
MH	Male / Hispanic		
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
M/WB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	W/MB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise
M/WDB	A firm certified as a Minority-owned; Woman-owned; and Disadvantaged Business Enterprise	W/MDB	A firm certified as a Minority-owned; Woman-owned; and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *Compliance Plan* and the Good Faith Efforts documentation submitted with the *Compliance Plan* to ensure that the Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder's efforts to do the following:

- (A) Solicit certified MBE or WBE subcontractors with a Significant Local Business Presence and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract. The Bidder must solicit this interest more than five (5) business days prior to submission of the *Compliance Plan* to allow sufficient time for the MBEs or WBEs to respond. The Bidder must take appropriate steps to follow up with subcontractors who respond. The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.
- (B) Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a bid.
- (C) Negotiate in good faith with interested MBEs or WBEs that have submitted bids to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder.

Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

The following factors may also be considered by SMBR in determining whether a Bidder has made Good Faith Efforts. These factors are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

- (A) Whether the Bidder selected portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.
- (B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor.
- (C) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (D) Whether the Bidder used the services of available community organizations; minority persons/women contractors' groups; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. It is the Bidder's responsibility to seek guidance from SMBR on any questions regarding compliance with this section.
- (E) Whether other Bidders successfully met the goals.

The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts.

Bidders may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Bidder's efforts to meet the project goals or subgoals.

Good Faith Efforts documentation should include names, addresses, and other identifying information. The following are examples of documentation (but documentation is not limited to this list):

- Fax logs and copies of documents sent.
- Phone logs with responses.
- Lists and copies of letters sent by mail, hand delivered, or e-mailed.
- Advertising in local newspapers.
- Copies of all bids received in response to Bidder contacting other Firms.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

POST-AWARD INSTRUCTIONS

(See Appendix C)

Letter of Intent

The low Bidder according to the Certified Bid Tab is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. The LOIs must be in the format shown on the sample at Appendix C and must contain all information included in the sample. LOIs are required for all levels of subcontracting, and a separate LOI for each subcontractor is required. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the bid and approved by the City.

Changes to the *Compliance Plan* including substitution of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of Subcontractors to the *Compliance Plan* prior to the start of work.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The contractor will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

▪ Payment Verification

Bidders are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the prime contractor has been paid by the City for invoices submitted by subcontractors.

The prime contractor shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The prime contractor and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

▪ **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The contractor is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the prime contractor. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

▪ **Progressive Sanctions**

The successful Bidder's *Compliance Plan* will be incorporated into the resulting contract with the City. As described in Section 16.5 of the 00700 General Conditions to the Contract, progressive sanctions may be imposed for failure to comply with Chapter 2-9A of the City Code, including:

- Providing false or misleading information to the owner in connection with the submission of a Bid, in responses to requests for qualifications or proposals, in Good Faith Efforts documentation, in post award compliance, or in other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9A-25 of the City Code and SMBR Rule 11.5 for additional information.

IFB – MBE/WBE COMPLIANCE PLAN

All sections (I-VIII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
Solicitation Number	6100 IFB CLMC055

Project Goals or Subgoals		
MBE	7.14	%
African American	N/A	%
Hispanic American	N/A	%
Native/Asian American	N/A	N/A %
WBE	3.23	%

Section II — Prime Company Information

Name of Company	
Address	
City, State Zip	
Phone	
Fax	
Name of Contact Person	
Is prime company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge and belief. I further understand and agree that this Compliance Plan shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative

Signature

Date

For SMBR Use Only:	
I have reviewed this compliance plan and found that the Bidder HAS <input type="checkbox"/> or HAS NOT <input type="checkbox"/> complied as per the City Code Chapter 2-9A.	
Reviewing Counselor _____	Date _____
Director/Assistant Director _____	Date _____

Section III — Compliance Plan Summary

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (if applicable): \$ _____

Goals: Proposed Participation		
MBE	\$	%
WBE	\$	%
Non-Certified	\$	%

SubGoals: Proposed Participation		
African American	\$	%
Hispanic	\$	%
Native/Asian American	\$	%
WBE	\$	%
Non-Certified	\$	%

Bidder's own participation in base bid (less any amount subcontracted):

Amount: \$ _____ Percentage: _____%

Are the stated goals or subgoals of the solicitation met? (If no, attach documentation of Good Faith Efforts)

Yes No

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____ %; Native/Asian American _____ %; WBE _____ %

Section IV — Disclosure of MBE and WBE Participation

Duplicate As Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Name of MBE/WBE Certified Firm		
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	\$	%
Commodity codes/describe services		

Name of MBE/WBE Certified Firm		
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	\$	%
Commodity codes/describe services		

Name of MBE/WBE Certified Firm		
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	\$	%
Commodity codes/describe services		

Name of MBE/WBE Certified Firm		
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	\$	%
Commodity codes/describe services		

Section V — Disclosure of Non-Certified Subcontractors
Duplicate As Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Will non-certified subcontractors/suppliers be used? Yes No

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	\$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	\$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	\$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	\$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Section VI Disclosure of Second-Level Subcontractors
Duplicate as Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Second-Level Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Second-Level Subcontract	\$		%
Commodity codes/describe services			
First-Level Subcontractor			

Second-Level Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Second-Level Subcontract	\$		%
Commodity codes/describe services			
First-Level Subcontractor			

Second-Level Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Second-Level Subcontract	\$		%
Commodity codes/describe services			
First-Level Subcontractor			

Second-Level Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Second-Level Subcontract	\$		%
Commodity codes/describe services			
First-Level Subcontractor			

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Duplicate as Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance Plans not complying with these requirements shall be rejected as non-responsive

Primary Trucking Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Subcontract	\$		%
Commodity codes/describe services			

Alternate Trucking Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		

Alternate Trucking Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		

Alternate Trucking Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		

Alternate Trucking Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		

Alternate Trucking Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		

SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence availability list at least five (5) business days prior to the submission of this *Compliance Plan*?

Yes No

2. Is documentation of those written notices attached?

Yes No

3. Is written documentation of efforts to reach agreements with the MBE/WBEs who responded affirmatively to the Bidder's written notice attached?

Yes No

4. Is documentation of other efforts to meet the goals or subgoals attached?

Yes No

5. Were additional elements of work identified to achieve the goals or subgoals?

Yes No

If yes, please explain: _____

6. Was SMBR or any other Minority or Women organization contacted for assistance?

Yes No

If yes, complete following:

Organization: _____

Contact Person: _____

Date of Contact: _____

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority and Women-Owned Business Enterprise participation for the following City of Austin project. Plans are available at the Austin area plan rooms, our office, and the locations listed in the Invitation for Bids.

Name of Project: _____

Project/Solicitation Number: _____

Location of Pre-bid Conference (if any): _____

Bid Date and Time: _____

This Project Includes the Following Scopes of Service:

- | | |
|---|---|
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Carpentry | <input type="checkbox"/> Insulation |
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Lab and Field Testing Services |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Demolition Services | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Doors and Frames | <input type="checkbox"/> Millwork |
| <input type="checkbox"/> Drilling | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Drywall | <input type="checkbox"/> Paving and Resurfacing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Excavation Services | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Fabricated Steel | <input type="checkbox"/> Stone |
| <input type="checkbox"/> Flooring | <input type="checkbox"/> Tile |
| <input type="checkbox"/> Glazing Services | <input type="checkbox"/> Weather and Waterproofing |
| <input type="checkbox"/> Hardware | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Heavy Construction Equipment | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Contact our office for detailed information on the scopes of work being subcontracted and the relevant terms and conditions of the contract.

Please contact: _____ at _____ or _____
(Name) (Telephone) (Fax)

All bids MUST be received by: _____

LETTER OF INTENT

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____) _____ Fax: (____) _____ Proposed Contract Amount: \$ _____

Project/Solicitation Number: _____

Project Name: _____

Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: _____

Level of Subcontracting (check one): 1st 2nd 3rd

Name of Subcontractor: _____

Address: _____
Street City State Zip Code

Telephone: (____) _____ Fax: (____) _____ Proposed Subcontract Amount: \$ _____

Commodity Code and description of work to be performed by Subcontractor Firm:

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Name of Firm

Name of Firm

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 200_____.

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 200_____.

Notary Public

Notary Public

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
Vendors Within the SLBP Area					
33055	Fencing, Temporary (For Construction and Other Ind				
	ABC8302481	512-259-3884	M/WDB	F/H	SL
	Abc Erosion Control Inc / Sanchez, Belinda Po Box 22S1 Leander, Tx 78646-2251	512-259-4467			
	ALL8314335	512-255-5416	MBE	M/H	SL
	Tony Parent Enterprises / Allied Fence Company 13350 Old Kimbro Rd, Bldg A Manor, Tx 78653	512-255-7096			
	AUS7162615	512-476-5534	WDB	F/W	SL
	Austin Lumber Co Inc / Austin Lumbar Company 2415 E 5th St Austin, Tx 78702-4637	512-476-8337			
	FUQ1950250	512-260-9899	WDB	F/W	SL
	Fuquay Inc Po Box 10327 Austin, Tx 78766-0327	512-260-9009			
	VIK4998250	512-837-6411 4	MDB	M/H	SL
	Viking Fence Co Ltd / Viking Fence Co 9602 Gray Blvd Austin, Tx 78758-5492	512-837-9468			
5706842	GRATINGS, WALKWAY, FABRICATED STEEL				
	COD7071210	512-339-9834	WDB	F/W	SL
	Cody Builders Supply Inc 12002 N Lamar Blvd Austin, Tx 78753-1801	512-339-0165			
59665	Shrubbery, Evergreen				

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No: 6100 IFB CLMC055
Rev. No: 0.00

ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
LANDSCAPE IMPROVEMENTS

Selection Criteria: ALL

Commodity Ty NIGP

C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	FUQ1950250 Fuquay Inc Po Box 10327 Austin, Tx 78786-0327	512-260-9899 512-260-9009	WDB	F/W	SL
	TED8303312 Ted'S Trees Ltd 1118 Tillery St Austin, Tx 78702-3034	512-928-8733 512-928-2337	MDB	M/H	SL
65835 Pipe, Copper	FUQ1950250 Fuquay Inc Po Box 10327 Austin, Tx 78786-0327	512-260-9899 512-260-9009	WDB	F/W	SL
	GRE2117750 Always Distributing/Greater Po Box 142205 Austin, Tx 78714-2205	512-453-6369 512-453-6369	MDB	M/B	SL
65860 Pipe, PVC (Polyvinyl Chloride)	FUQ1950250 Fuquay Inc Po Box 10327 Austin, Tx 78766-0327	512-260-9899 512-260-9009	WDB	F/W	SL
	GRE2117750 Always Distributing/Greater Po Box 142205 Austin, Tx 78714-2205	512-453-6369 512-453-6369	MDB	M/B	SL

City of Austin
Subcontract Vendor List - VCRCVS

05/12/2009
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Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI	Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
		HAY2281500 Haynes-Eaglin-Waters Po Box 82448 Austin, Tx 78708-2448	512-451-6600 512-879-1088	M/WDB	F/B	SL
		MAR8301130 Mars Industries L L C Po Box 560 Cedar Creek, Tx 78612-0560	512-303-4413 512-321-1199	MDB	M/H	SL
		UNI7027985 Unism Development Co Inc Po Box 14145 Austin, Tx 78761-4145	512-255-3726 512-255-1451	MDB	M/B	SL
67069	Valves, Brass and Copper					
		HAY2281500 Haynes-Eaglin-Waters Po Box 82448 Austin, Tx 78708-2448	512-451-6600 512-879-1088	M/WDB	F/B	SL
		IND8320165 Industrial Solutions / Hamilton, Paulette Po Box 500248 Austin, Tx 78750-0248	512-506-8070 512-506-8076	WDB	F/W	SL
		MAR8301130 Mars Industries L L C Po Box 580 Cedar Creek, Tx 78612-0560	512-303-4413 512-321-1199	MDB	M/H	SL
75070	Ready-Mix Concrete					

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 6100 IFB CLMC055
Rev. No: 0.00

ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
LANDSCAPE IMPROVEMENTS

Selection Criteria: ALL

Commodity Ty NIGP

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	IND7079705 Industrial Asphalt Inc 1114 Lost Creek Blvd., #410 Austin, Tx 78746-6370	512-275-0303 512-275-1171	WDB	F/W	SL
	LON8303576 Lone Star Ready Mix L P Po Box 1467 Leander, Tx 78646	512-260-3629 512-260-3639	MDB	M/H	SL
	VS0000005951 Alpha Ready Mix Llc / Alpha Ready Mix 1000 E. Cesar Chavez Austin, Tx 78702	512-243-2943 512-243-2713	M/WDB	F/H	SL
79020 Grass Seed					
	ADV7008080 Advance Landscape Designs Inc / Advance Landscape Desi 13523 Pond Springs Rd Austin, Tx 78729-4415	512-918-8009 512-918-0162	M/WBE	F/H	SL
	FUQ1950250 Fuquay Inc Po Box 10327 Austin, Tx 78766-0327	512-260-9899 512-260-9009	WDB	F/W	SL
	ROA7009475 Roadway Specialties Inc Po Box 90309 Austin, Tx 78709-0309	512-280-6666 512-280-6066	WDB	F/W	SL
79070 Top Soil and Fill Dirt (For Mulch See Class 335)					

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	Rev. No:	0.00	Selection Criteria:	ALL	Commodity Ty	NIGP
ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS							
C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN		
	ROA7009475 Roadway Specialties Inc Po Box 90309 Austin, Tx 78709-0309	512-280-6666 512-280-6066	WDB	F/W	SL		
	VC0000101184 Travis Paving & Excavating Inc 1190 Fm 969 Bastrop, Tx 78602	512-303-9988 512-303-9977	M/WDB	F/H	SL		
8018315	SIGNS, ALUMINUM, CAUTION AND INFORMATIVE						
	COM1234500 Compu Signs 632 N Lamar Blvd Austin, Tx 78703-5414	512-476-7446 512-476-8200	WBE	F/W	SL		
	SAF7014635 Safequip Inc 10201 Mckalla Pl Ste B Austin, Tx 78758-4449	512-835-7697 512-635-8301	WDB	F/W	SL		
	SIG8303771 Sign Resource Management Inc 3613 Williams Dr Ste 802 Georgetown, Tx 78628-1374	512-863-9929 512-863-8939	WBE	F/W	SL		
	TEM7074915 Tempo Safety Compliance & Po Box 2137 Bastrop, Tx 78602	512-301-4849 512-301-4747	WDB	F/W	SL		
	VC0000101411 Sherry Craig / A-Okay Signs & Graphics 8101 Cameron Rd, Ste 310 Austin, Tx 78754	512-454-5552 512-454-5524	WDB	F/W	SL		

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 6100 IFB CLMC055
Rev. No: 0.00

ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
LANDSCAPE IMPROVEMENTS

Selection Criteria: ALL

Commodity Ty NIGP

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
90976 Site Work	VS0000018851 Street Brite Lic / Street Brite 10503 Spicewood Pkwy Austin, Tx 78750	512-924-2303	WDB	F/W	SL
	CAP8305429 Capstone Builders Inc Po Box 204 Cedar Creek, Tx 78612-0204	512-303-7200 512-581-4122	WBE	F/W	SL
	CGE8308840 Cge Inc 4408 Hwy. 183 S. Austin, Tx 78702-	512-301-8652 512-394-0293	MDB	M/H	SL
	HHL7086095 H&H Foradory Construction Inc 9220 Maha Loop Del Valle, Tx 78617-5328	512-243-2378 512-243-1518	MBE	M/H	SL
	IDG8308831 I D Guerra L P 9810 Fm 969 Austin, Tx 78724	512-454-4450 512-454-0077	MDB	M/H	SL
	JHA8308189 J Harper Construction Company Po Box 13503 Austin, Tx 78711-3503	512-472-8817 512-243-0950	MBE	M/B	SL
	JOH2629800 Johnson Hauling 5512 E M L King Blvd Austin, Tx 78721-1628	512-928-1060 512-926-4180	MBE	M/B	SL

City of Austin
Subcontract Vendor List - VCRCVS

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Solicitation No: 6100 IFB CLMC055

ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
LANDSCAPE IMPROVEMENTS

Rev. No: 0 00

Selection Criteria: ALL

Commodity Ty

NIGP

C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	PIA8322157 Piatra Inc Po Box 9593 Austin, Tx 76766-9593	512-299-0404 --	WDB	F/W	SL
	PRI7031445 Prism Development Inc 2709 E 5th St Austin, Tx 76702-4729	512-479-9587 512-479-9591	MDB	M/H	SL
	VC0000102067 Del Valle Constructors Llc 415 E St Elmo Ste 1a Austin, Tx 78745	512-284-7653 512-284-9915	M/WDB	F/H	SL
	VC0000102401 Raymond Alvarez / Alvarez Foundation & Concrete 4902 Pack Saddle Pass Austin, Tx 78745	512-789-0597	MBE	M/H	SL
	VS0000013795 Carmona Construction Services Inc / Carmona Concrete Co 13401 Vista Oaks Dr Leander, Tx 78641	512-917-6464 512-628-6002	MDB	M/H	SL
	WIL8314822 Williamson Land Development / Williamson, Heath Po Box 1345 Cedar Park, Tx 78630-1345	512-844-1404	MDB	M/B	SL
	AAR0007200 Aaron Concrete Contractors P O Box 27107 Austin, Tx 78755-2107	512-990-2880 512-926-2291	MBE	M/H	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI	Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
		ANN7051240 Ann Wilson Construction Co 14922 Running Deer Trl Austin, Tx 78734-3128	512-266-7096 512-266-3635	WBE	F/W	SL
90984	Thermal and Moisture Protection Services	GUT6313039 Olis Guthrie / Guthrie Real Property Construction Management 2705 Vallarta Ln Ste B Austin, Tx 78733-1065	512-263-1151 512-402-9039	MDB	M/B	SL
91027	Garbage/Trash Removal and Disposal	GUT8313039 Olis Guthrie / Guthrie Real Property Construction Management 2705 Vallarta Ln Ste B Austin, Tx 78733-1065	512-263-1151 512-402-9039	MDB	M/B	SL
		LLC7078055 L & L Capital Cleaning Service 6208 Harold Ct Austin, Tx 78721-2726	512-653-3110	MBE	M/B	SL
		TRI8306297 Triad Building Maintenance / Neely, Adrian L Po Box 140631 Austin, Tx 78714-0631	512-385-1189 512-385-0317	MDB	M/B	SL
91071	Shoring and Reinforcement Services	HAY2261500 Haynes-Eaglin-Waters Po Box 82448 Austin, Tx 78708-2448	512-451-6600 512-879-1088	M/WDB	F/B	SL

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Solicitation No: 6100 IFB CLMC055

ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
LANDSCAPE IMPROVEMENTS

Rev. No: 0.00

Selection Criteria: ALL

Commodity Ty

NIGP

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	VS0000002972 The Good Earth Partners Inc. / The Good Earth Partners, Inc. 448 Popa Bend North Cedar Creek, Tx 78612	(512)450-3291 512-321-3772	MOB	M/B	SL
	VS0000005666 Ebc Construction, Llc 14831 Bois D' Arc Ln Unit #4 Manor, Tx 78653	512-278-9000 512-278-9133	M/WDB	F/H	SL
	VS0000014648 Juan Garcia / Garcia J Const 8300 Caspain Austin, Tx 78749	512-965-4274	MOB		SL
	WL8314822 Williamson Land Development / Williamson, Heath Po Box 1345 Cedar Park, Tx 78830-1345	512-844-1404	MOB	M/B	SL
	ZET7161210 Zeta Group Inc Po Box 40157 Austin, Tx 78704-0003	512-928-9382 512-928-9383	MOB	M/H	SL
91244	Excavation Services				
	MIS8315318 Misty'S Trucking / White, Misty P.O. Box 140821 Austin, Tx 78714	512-634-7513 512-278-0816	M/WDB	F/B	SL
	MUN7143465 Muniz Concrete & Contracting Inc Po Box 6596 Austin, Tx 78762	512-385-2334 512-389-1446	MOB	M/H	SL

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Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	PRI7031445 Prism Development Inc 2709 E 5th St Austin, Tx 78702-4729	512-479-9587 512-479-8591	MDB	M/H	SL
	ROA7008475 Roadway Specialties Inc Po Box 90309 Austin, Tx 78709-0309	512-280-6666 512-280-6066	WDB	F/W	SL
	UNI7027985 Unism Developmant Co Inc Po Box 14145 Austin, Tx 78761-4145	512-255-3726 512-255-1451	MDB	M/B	SL
	VC0000101184 Travis Paving & Excavating Inc 1190 Fm 968 Bastrop, Tx 78602	512-303-9988 512-303-9977	M/WDB	F/H	SL
	VS0000002972 The Good Earth Partners Inc. / The Good Earth Partners, Inc. 446 Pope Bend North Cedar Creek, Tx 78612	(512)450-3291 512-321-3772	MDB	M/B	SL
	VS0000005666 Ebc Construction, Llc 14831 Bois D' Arc Ln Unit #4 Manor, Tx 78653	512-278-9000 512-278-9133	M/WDB	F/H	SL
	VS0000011594 Sandy Michelle Martinez / Vega Septic And Environmental Ser Po Box 342742 Austin, Tx 78734	512-897-8585	M/WBE	F/H	SL

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Solicitation No: 6100 IFB CLMC055

ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
LANDSCAPE IMPROVEMENTS

Rev. No: 0.00

Selection Criteria: ALL

Commodity Ty

NIGP

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	WIL8314822 Williamson Land Development / Williamson, Heath Po Box 1345 Cedar Park, Tx 78630-1345	512-844-1404	MDB	M/B	SL
	AAR0007200 Aaron Concrete Contractors P O Box 27107 Austin, Tx 78755-2107	512-990-2880 512-926-2291	MBE	M/H	SL
	AUS8321418 Austin Underground Inc Po Box 5650 Lago Vista, Tx 78645-5650	512-535-3285 512-535-3286	MDB	M/H	SL
	BEN7119635 Benitez Construction Inc Po Box 338 Manor, Tx 78653-0338	512-278-0764 1 512-278-0763	MDB	M/H	SL
	CEN8321007 Central Road And Utility Ltd 1911 Corporate Dr Ste 101 San Marcos, Tx 78666-6171	512-878-0634 512-878-0734	MDB	M/H	SL
	FUQ1950250 Fuquay Inc Po Box 10327 Austin, Tx 78766-0327	512-260-9899 512-260-9009	WDB	F/W	SL
	GVE8306811 Gv Enterprise / Garza, Yolanda V 3040 Dacy Ln Buda, Tx 78610-5706	512-295-6352 512-295-6352	MBE	M/H	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	HHL7086095 H&H Foradory Construction Inc 9220 Maha Loop Del Valle, Tx 78617-5328	512-243-2378 512-243-1518	MBE	M/H	SL
	IDG8308831 I D Guerra L P 9810 Fm 969 Austin, Tx 78724	512-454-4450 512-454-0077	MOB	M/H	SL
	JHA8309189 J Harper Construction Company Po Box 13503 Austin, Tx 78711-3503	512-472-8817 512-243-0950	MBE	M/B	SL
	MEN7067545 Mendez Excavation M B E 1301 S. Ih 35 Ste. 315 Austin, Tx 78741	512-804-5335 512-804-5342	MOB	M/H	SL
9133918	BACK FILL, SAND. THIS ITEM SHALL CONSIST OF FURNIS				
	AAR0007200 Aaron Concrete Contractors P O Box 27107 Austin, Tx 78755-2107	512-990-2880 512-926-2291	MBE	M/H	SL
	ANN7051240 Ann Wilson Construction Co 14922 Running Deer Trl Austin, Tx 78734-3128	512-266-7096 512-266-3635	WBE	F/W	SL
	BEN7119635 Benitez Construction Inc Po Box 338 Manor, Tx 78653-0338	512-278-0764 1 512-278-0763	MOB	M/H	SL

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Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	GPC8303500 G & P Contractors Inc 1315 Rich Ln Buda, Tx 78610-8561	512-312-5800 512-312-8144	MDB	M/H	SL
	HHL7086095 H&H Foradory Construction Inc 9220 Maha Loop Del Valle, Tx 78617-5328	512-243-2378 512-243-1518	MBE	M/H	SL
	MRG7170265 M R G Construction 1305 Canterbury St Austin, Tx 78702-5320	512-415-2781 512-542-8304	MDB	M/H	SL
	RAN8320645 R & J Landscaping L P Po Box 627 Del Valle, Tx 78617-0627	512-247-8800 512-247-9810	MDB	M/H	SL
	TEX8309095 Texas Road & Utilities Inc Po Box 909 Cedar Creek, Tx 78612	512-303-3380 512-303-3385	WBE	FAW	SL
	WIL8314822 Williamson Land Development / Williamson, Heath Po Box 1345 Cedar Park, Tx 78630-1345	512-844-1404	MDB	M/B	SL
9134567	SEWERS, STORM (TYPE 2) WITH FILL HEIGHT GREATER TH				
	TEX8309095 Texas Road & Utilities Inc Po Box 909 Cedar Creek, Tx 78612	512-303-3380 512-303-3385	WBE	FAW	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	VS0000013730 Mid State Plumbing Inc 7900 Hudson Loop Austin, Tx 78736	512-288-3645 1 512-288-5019	WBE	F/W	SL
	WILB314822 Williamson Land Development / Williamson, Heath Po Box 1345 Cedar Park, Tx 78630-1345	512-844-1404	MDB	M/B	SL
	AAR0007200 Aaron Concrete Contractors P O Box 27107 Austin, Tx 78755-2107	512-990-2880 512-926-2291	MBE	M/H	SL
	AUS8321418 Austin Underground Inc Po Box 5650 Lago Vista, Tx 78645-5650	512-535-3285 512-535-3286	MOB	M/H	SL
	BEN7119635 Benitez Construction Inc Po Box 338 Manor, Tx 78653-0338	512-278-0764 1 512-278-0763	MOB	M/H	SL
	MRG7170265 M R G Construction 1305 Canterbury St Austin, Tx 78702-5320	512-415-2781 512-542-9304	MOB	M/H	SL
	PEA7124270 Peabody General Contractors Po Box 3 Dripping Springs, Tx 78620-0003	800-443-7457 512-858-4132	WBE	F/W	SL

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 Selection Criteria: ALL Commodity Ty NIGP

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	ROY7135410 Royal Vista Inc 350 County Rd 260 Liberty Hill, Tx 78642-6202	512-515-6824 512-515-6829	WDB	F/W	SL
9135020 BASE COURSE, AGGREGATE. THIS BASE SHALL CONSIST OF					
	AAR0007200 Aaron Concrete Contractors P O Box 27107 Austin, Tx 78755-2107	512-990-2880 512-926-2291	MBE	M/H	SL
	AUS8321418 Austin Underground Inc Po Box 5650 Lago Vista, Tx 78645-5650	512-535-3285 512-535-3286	MDB	M/H	SL
	BEN7119635 Benitez Construction Inc Po Box 338 Manor, Tx 78653-0338	512-278-0764 1 512-278-0763	MDB	M/H	SL
	CEN8321007 Central Road And Utility Ltd 1911 Corporate Dr Ste 101 San Marcos, Tx 78666-6171	512-878-0634 512-878-0734	MDB	M/H	SL
	DES8312935 Desa Hinds Paving / Hinds, Desa P 3543 North Us Hwy 281 Burnet, Tx 78611	512-755-0198 512-756-1569	WBE	F/W	SL
	TEX8309095 Texas Road & Utilities Inc Po Box 909 Cedar Creek, Tx 78612	512-303-3380 512-303-3385	WBE	F/W	SL

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Solicitation No: 6100 IFB CLMC055 ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
 Rev. No: 0.00 LANDSCAPE IMPROVEMENTS
 Selection Criteria: ALL Commodity Ty NIGP

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
91427 Carpentry	VC0000101184 Travis Paving & Excavating Inc 1180 Fm 869 Bastrop, Tx 78602	512-303-9888 512-303-9977	M/WDB	F/H	SL
	AME8303565 American Building Svcs / Guevara, Bolivar 929 Lisa Dr Austin, Tx 78733-2426	512-751-8291 512-263-3932	MBE	M/H	SL
	CED7142775 Ceda-Tex Svcs Inc 1703 Dungan Lane Austin, Tx 78754	512-918-1368 512-335-1995	MDB	M/B	SL
	CGE8308640 Cge Inc 4408 Hwy. 183 S. Austin, Tx 78702-	512-301-8652 512-394-0293	MDB	M/H	SL
	CMI7058620 C & M Interiors 805 Old Austin Pflugervl Rd #B Pflugerville, Tx 78660-3377	512-251-3119 512-251-4211	MBE	M/H	SL
	GAL8301094 Pmn Builders, Inc 17013 Poncho Springs Ln Austin, Tx 78717-2965	512-785-0598 512-238-0569	M/WDB	F/A	SL
	ONC6310797 On-Call Management Svcs Inc / On-Call Management Svcs Inc Po Box 91951 Austin, Tx 78709-1951	512-288-1564 512-288-2146	WDB	F/W	SL

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Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS		Commodity Ty	NIGP
Rev. No:	0.00	Selection Criteria:	ALL		
C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	VS000006907 Trini Construction Builder Lic 2001 Live Oak Dr Manchaca, Tx 78652	512-282-2262 512-535-7962	MDB	M/B	SL
	VS0000018352 Bomax Contractors Lic 500 Canyon Ridge, Suite L250-154 Austin, Tx 78753-1640	512-217-4004	MDB	M/B	SL
	VS0000016670 Amado Guerrero / Amado Guerrero & Company 5612 Alomar Cove Del Valle, Tx 78617	512-902-8642	MDB	M/H	SL
	VS0000017043 Farwall Construction, Llc / Farwall Construction, Llc 9503 Hansford Dr Austin, Tx 78753	512-731-6660 512-973-8878	MDB	M/H	SL
	VS0000018045 B.I.T Construction Services Inc / B.I.T Construction 6329 Avery Island Ste A-1 Austin, Tx 78727	512-848-8503 512-258-5072	M/WDB	F/H	SL
	ZET7161210 Zeta Group Inc Po Box 40157 Austin, Tx 78704-0003	512-928-9382 512-928-9383	MDB	M/H	SL
91438	Electrical				
	ASA8308561 Asap Electric Inc 7305 Saralee Trl Austin, Tx 78729-7791	512-331-9297 512-331-5011	WBE	F/W	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	Rev. No:	0.00	Selection Criteria:	ALL	Commodity Ty		NIGP	
ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS									
C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN				
	MER7159380 Mercury Electric Co Inc Po Box 587 Liberty Hill, Tx 78642-0587	512-515-5557 512-515-5054	WBE	FAW	SL				
	PER7083045 Perez Electric Po Box 309 Delvalle, Tx 78617-0309	512-389-3628 512-303-0347	MBE	M/H	SL				
	TMO6320608 T Morales Company Electric & Controls Ltd Po Box 859 Florence, Tx 76527-0859	254-793-4344 254-793-3044	M/WBE	F/H	SL				
	VC0000101678 E S Electric Inc 12621 Ballerstedt Rd Elgin, Tx 78621	512-585-2180 512-278-0734	MBE	M/H	SL				
	VC0000102053 Gerald Nunn Electric Llc 410 N Patterson Rd Florence, Tx 78527	254-793-3539 254-793-4263	MDB	M/NA	SL				
	VC0000102229 Titus Industrial Group Llc / Titus Electrical Contracting Lp 615 W Yager Ln Austin, Tx 78753	512-339-1111 512-339-0000	MBE	M/H	SL				
	VS0000004131 Chivas Engineering And Consulting, Inc 2908 Barton Point Drive Austin, Tx 78733	512-217-0853 512-402-0507	MDB	M/A	SL				

City of Austin
Subcontract Vendor List - VCRCVS

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C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	VS000006907 Trini Construction Builder Llc 2001 Live Oak Dr Manchaca, Tx 78652	512-282-2262 512-535-7962	MDB	M/B	SL
	VS000007788 Christine Lisa Merrigan / Merrigan Electric Llc 1115 Antelope Ridge Cedar Park, Tx 78613	512-944-3217	WDB	F/W	SL
	VS0000012877 Ebcx Enterprizes Llc 2892 St. Hwy. 71 W. Unit 5 Ceder Creek, Tx 78612	512-308-9445 512-308-9445	M/WDB	F/H	SL
	VS0000017354 Tel-Tech Construction Inc 7801 N Lamar Blvd D95 Austin, Tx 78752	512-459-4800 512-459-4802	MBE	M/A	SL
	VS0000018551 Network And Electrical Technologies Inc. P.O. Box 91265 Austin, Tx 78709	562-755-6314	MDB	M/H	SL
	VS0000019305 Calvin'S Electric, Lld Po Box 1077 Dripping Springs, Tx 78620	512-445-4580 1 512-445-4380	WDB	F/W	SL
	VS0000020478 Ramiro Castellon / American System Solutions 11815 Barker Hills Dr Manor, Tx 78653	512-378-0955 512-272-9642	MDB	M/H	SL

91450 Heating, Ventilating and Air Conditioning (HVAC)

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C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	ARAB31641B A&R Air Conditioning & Heating Lic Po Box 18744 Austin, Tx 78780-8744	512-398-4700 512-398-9895	MBE	M/H	SL
	HOTB306847 Hot Rod Mechanical Inc 3415 E 5th St Austin, Tx 78702-4911	512-386-8686 512-386-8788	M/WDB	F/H	SL
	MEC8310574 Mechanical & Process Systems 410 Tradesmens Park Dr Hutto, Tx 78634	512-759-2218 512-759-2298	MDB	M/A	SL
	VS000006907 Trini Construction Builder Lic 2001 Live Oak Dr Manchaca, Tx 78652	512-282-2262 512-535-7962	MDB	M/B	SL
	VS0000013730 Mid State Plumbing Inc 7900 Hudson Loop Austin, Tx 78736	512-288-3645 1 512-288-5019	WBE	F/W	SL
91455 Masonry	AME8303565 American Building Svcs / Guevara, Bolivar 929 Lisa Dr Austin, Tx 78733-2426	512-751-8291 512-283-3932	MBE	M/H	SL
	AUS7167405 Outback Contracting 11904 Jess Dr Austin, Tx 78737-4036	512-301-4547 866-780-8015	WBE	F/W	SL

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 Selection Criteria: ALL Commodity Ty NIGP

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	AZT7110835 Aztec Masonry 2217 Haskell St Austin, Tx 78702-5605	512-477-8839 512-477-8639	MDB	M/H	SL
	CED7142775 Ceda-Tex Svcs Inc 1703 Dungan Lane Austin, Tx 78754	512-918-1368 512-335-1995	MDB	M/B	SL
	CGE8308640 Cge Inc 4408 Hwy. 183 S. Austin, Tx 78702-	512-301-9652 512-394-0293	MDB	M/H	SL
	CON8303677 Concrete Surface Innovations Suite 400 Round Rock, Tx 78664	512-835-8700 512-833-6548	MBE	M/NA	SL
	GAL8301094 Pmn Builders, Inc 17013 Poncho Springs Ln Austin, Tx 78717-2965	512-785-0599 512-238-0569	M/WDB	F/A	SL
	LON8319967 Longoria Masonry Inc Po Box 81507 Austin, Tx 78708-1507	512-989-5919 512-969-5921	MDB	M/H	SL
	LRL7031535 L & R Landscape Services Inc 9801 Gray Blvd Austin, Tx 78758-5411	512-835-9734 512-835-9735	WDB	F/W	SL

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C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	ORT8321580 Ortiz Construction / Ortiz, Robert Sr. 704 Trinity St Lockhart, Tx 78644-3434	512-922-7143 512-398-9888	MBE	M/H	SL
	PIA8322157 Piatra Inc Po Box 9593 Austin, Tx 78766-9593	512-299-0404 -	WDB	F/W	SL
	TEJ8311921 Tejas Contractors Inc / Absolute Stucco 10205 Thaxton Rd Austin, Tx 78747	512-784-6603 512-243-1103	MDB	M/H	SL
	VS000006907 Trini Construction Builder Llc 2001 Live Oak Dr Manhaca, Tx 78652	512-282-2262 512-535-7862	MDB	M/B	SL
	VS000007569 Kerwick & Kerwick, Ltd. / Great Walls Of Texas 4517 Walsall Loop Austin, Tx 78749	512-426-6416 512-280-4390	WBE	F/W	SL
	VS000016352 Bomex Contractors Llc 500 Canyon Ridge, Suite L250-154 Austin, Tx 78753-1640	512-217-4004	MDB	M/B	SL
	VS000019008 Mario L Carlin Management, Llc 605 Canyon Trail Court Round Rock, Tx 78664	512-417-7495	MDB	M/H	SL

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Rev. No: 0.00		Selection Criteria: ALL		Commodity Ty NIGP	
C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
91458 Metal Work	ZET7161210 Zeta Group Inc Po Box 40157 Austin, Tx 78704-0003	512-928-9382 512-928-9383	MDB	M/H	SL
	AME8303565 American Building Svcs / Guevara, Bolivar 929 Lisa Dr Austin, Tx 78733-2426	512-751-8291 512-263-3932	MBE	M/H	SL
	HAY2261500 Haynes-Eaglin-Waters Po Box 82448 Austin, Tx 78708-2448	512-451-6600 512-879-1088	M/WDB	F/B	SL
	VS000006907 Trini Construction Builder Llc 2001 Live Oak Dr Manchaca, Tx 78652	512-282-2262 512-535-7962	MDB	M/B	SL
	VS000016352 Bomax Contractors Llc 500 Canyon Ridge, Suite L250-154 Austin, Tx 78753-1640	512-217-4004	MDB	M/B	SL
9157297 PHOTOGRAPHY, CONSTRUCTION	ALL8308356 All Points Inspection Svcs Inc 6448 Hwy 290 Ste C110 Austin, Tx 78723-1068	512-272-5056 512-272-8278	M/WDB	F/B	SL

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C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	BAR8303864 Barton Wilder Custom Images 9206 Lauralan Dr Austin, Tx 78736-2913	512-288-7711 512-301-2787	WDB	F/W	SL
	CUA8304713 Cuatro Consultants Ltd 3601 Kyle Crossing Ste B Kyle, Tx 78640-5428	512-312-5040 512-312-5399	MBE	M/H	SL
	DIV8319156 Sallie Burchett / Diva Imaging 2003 La Casa Dr Austin, Tx 78704-4720	512-912-1113	WDB	F/W	SL
	ENC1735650 Encotech Engineering 8500 Bluffstone Cove, #B-103 Austin, Tx 78759	512-338-1101 512-338-1160	MDB	M/A	SL
	GG8318601 Gg'S Construction / Osorio, Gisela 13612 Bullick Hollow Rd Austin, Tx 78726-5005	512-257-8075 512-219-5209	M/WDB	F/H	SL
	PR17031445 Prism Development Inc 2709 E 5th St Austin, Tx 78702-4729	512-479-9587 512-479-9591	MDB	M/H	SL
	TIR8310691 Rama Tiru 1705 Guadalupe St #105 Austin, Tx 78701-1214	512-773-6684 512-828-6961	WDB	F/A	SL

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Rev. No: 0.00		Selection Criteria: ALL	Commodity Ty	NIGP	
C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	VS0000003930 Brothers Lane, Llc / Brothers Lane 7301 N Rr 620 Ste. 155-143 Austin, Tx 78726	512-266-8271	MBE	M/H	SL
	VS0000017045 Diane Blenden / Dkb Services 7900 Whitsun Austin, Tx 78749	512-280-3579 512-280-3579	WBE	F/W	SL
	WHI5140500 White Photographic Services Po Box 1202 Dripping Springs, Tx 78620-1202	512-858-4949 512-858-1949	M/WDB	F/H	SL
96239 Hauling Services	AAR0007200 Aaron Concrete Contractors P O Box 27107 Austin, Tx 78755-2107	512-990-2880 512-926-2291	MBE	M/H	SL
	ABC8302481 Abc Erosion Control Inc / Sanchez, Belinda Po Box 2251 Leander, Tx 78646-2251	512-259-3894 512-259-4467	M/WDB	F/H	SL
	ACM8312682 Acm Trucking Inc 908 E 22nd St Georgetown, Tx 78626-8148	512-930-0383 -	MDB	M/H	SL
	BAL8310390 Balli Trucking Inc Po Box 144 Del Valle, Tx 78617-0144	512-698-5755 512-276-9515	MDB	M/H	SL

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Rev. No:	0.00					

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	BAL8315949 Balderas Brothers Trucking / Balderas, Pete 7224 White Panda Run Del Valle, Tx 78617-3582	512-563-6362 512-247-9014	MBE	M/H	SL
	CAI8320585 Cairo Transportation / Cairo, Dorsey 5900 Fence Row Austin, Tx 78744-3079	512-658-2080 512-383-1955	MDB	M/B	SL
	CAR8321817 Carrillo Trucking / Carrillo, Alberto G 22021 Silvia Dr Elgin, Tx 78621-5251	512-278-8713 512-278-8713	MBE	M/H	SL
	CGA8319026 C Garcia Trucking / Garcia, Carlos 12730 Laws Rd Buda, Tx 78610-9695	512-801-8945 512-243-3571	MBE	M/H	SL
	CHI8304845 Chino'S Trucking / Salazar, Edgar 3004 E 2nd St Austin, Tx 78702-4844	512-470-1020 512-386-8228	MBE	M/H	SL
	CUE7087645 Felipe Cueva Arias / Cueva'S Transportation Co 2801 Wells Branch Pkwy # 1136 Austin, Tx 78728	512-825-6079 512-579-0499	MBE	M/H	SL
	DEA8312678 Deanda Trucking Inc Po Box 1236 Del Valle, Tx 78617-1236	512-247-2895 512-247-3505	MDB	F/H	SL

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C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	DOU8314208 Double Sv Construction Inc 5500 Alomar Cv Del Valle, Tx 78617-3408	512-247-8445 512-247-9025	MBE	M/H	SL
	FLO7135160 Sparkles Trucking 952 Skyline Rd Dale, Tx 78616-2442	512-844-6461 512-243-1851	M/WDB	F/H	SL
	GAM7038555 Alfredo Gamez / Gamez Trucking 1590 Mathias Lane Kyle, Tx 78640-4443	512-801-7893 512-376-2410	MBE	M/H	SL
	GPC8303500 G & P Contractors Inc 1315 Rich Ln Buda, Tx 78610-9561	512-312-5800 512-312-8144	MDB	M/H	SL
	GRIB307347 Grimaldo Trucking / Grimaldo, Gonzalo 8601 Showers Dr Elgin, Tx 78621-5279	512-278-0043 -	MBE	M/H	SL
	GVE8306811 Gv Enterprise / Garza, Yolanda V 3040 Dacy Ln Buda, Tx 78610-5706	512-295-6352 512-295-6352	MBE	M/H	SL
	HET8305451 Hugh Ellison / H-E Trucking Co. 2124 Burton Dr Austin, Tx 78741	512-939-0272 -	MDB	M/B	SL

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C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	HHL7086095 H&H Foradory Construction Inc 9220 Maha Loop Del Valle, Tx 78617-5328	512-243-2378 512-243-1518	MBE	M/H	SL
	ISI8304279 Isidoro Aburto Martinez / Isidoro Aburto Trucking 5516 Bitterwood Dr Austin, Tx 78724-5202	512-844-7931 512-926-3272	MDB	M/H	SL
	JAG6307217 Jag Trucking Inc 800 Private Rd 917 Georgetown, Tx 78626	512-864-9906 512-864-3121	MDB	M/H	SL
	JAR8315720 J A Road Borfng 1000 Dacy Ln Kyle, Tx 78640-5143	512-677-6655 512-268-0974	MBE	M/H	SL
	JOH2629800 Johnson Hauling 5512 E M L King Blvd Austin, Tx 78721-1628	512-928-1060 512-926-4180	MBE	M/B	SL
	LEA2842000 Leal Bros Trucking Inc Po Box 142908 Austin, Tx 78714-2908	512-385-7625 512-389-5262	MDB	M/H	SL
	LIL7079860 Lillie'S Trucking Inc 1110 Radam Cir Austin, Tx 78745-3018	512-444-9582 512-444-3195	WBE	F/W	SL

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Rev. No:	0.00				

C Code & NIGP / CSI Code Descriptf	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	LOP6312425 Lopez Trucking / Lopez, Ricardo B Po Box 2236 Georgetown, Tx 78627-2236	512-583-5527 512-868-6576	MBE	M/H	SL
	LUN6121440 Luna'S Trucking 931 Satellite Vw Round Rock, Tx 78664-1147	512-246-9048 512-246-8781	MBE	M/H	SL
	MAR7095015 Marie'S Trucking 2314 Wagon Crossing Path Austin, Tx 78744-4330	512-441-0775 512-441-0549	M/WBE	F/A	SL
	MEL8302760 Melendrez Brothers Trucking 11608 Moore Rd Austin, Tx 78719-9652	512-243-3977 512-243-3947	M/WDB	F/H	SL
	MEN7067545 Mendez Excavation M B E 1301 S. Ih 35 Ste. 315 Austin, Tx 78741	512-804-5335 512-804-5342	MDB	M/H	SL
	MIS8315318 Misty'S Trucking / White, Misty P.O. Box 140821 Austin, Tx 78714-	512-834-7513 512-278-0816	M/WDB	F/B	SL
	MMT3262750 M & M Trucking 10811 San Jose Ave Del Valle, Tx 78617-5903	512-243-1266 512-243-1093	MDB	M/H	SL

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Rev. No:	0.00					

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	MOS8322829 Mosquera'S Trucking / Mosquera, Melissa 13308 Vizquel Loop Del Valle, Tx 78617-5749	512-848-4833 512-247-7457	MAWDB	F/H	SL
	RAN8308638 B Rangel Trucking / Rangel, Bonefacio 2108 E 16th St Austin, Tx 78702-1316	512-748-2718 512-468-0597	MBE	M/H	SL
	RDT7135280 Rd Trucking 455 S Turnersville Rd Buda, Tx 78810-9548	512-295-3231 512-295-8911	WBE	F/W	SL
	RIV8316644 River City Rolloffs Inc Po Box 142028 Austin, Tx 78714-2028	512-832-8300 512-453-5524	WDB	F/W	SL
	SAM7042190 Sam Kellough Trucking 2314 Wagon Crossing Path Austin, Tx 78744-4330	512-441-0775 512-441-0548	MBE	M/B	SL
	TEJ6311921 Tejas Contractors Inc / Absolute Stucco 10205 Thaxton Rd Austin, Tx 78747	512-784-6603 512-243-1103	MDB	M/H	SL
	TEX4863000 Texas Trucking Co Inc 3900 Shell Rd Georgetown, Tx 78628-9249	512-888-5558 512-930-0298	MDB	M/H	SL

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NIGP

C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	TRA8314858 Pablo Martinez / Trasportes Martinez 8408 Riverstone Dr Apt B Austin, Tx 78724	512-748-7456 512-276-3927	MBE	M/H	SL
	VC0000100895 Aztec Trucking Inc P O Box 340072 Austin, Tx 78734	512-261-0396	MDB	M/H	SL
	VC0000101182 Troy Johnson / Comanche Express Services 7610 Cameron Rd # 1057 Austin, Tx 78752	512-771-2692 512-904-0022	MDB	M/B	SL
	VC0000101184 Travis Paving & Excavating Inc 1190 Fm 969 Bastrop, Tx 78602	512-303-9988 512-303-9977	M/WDB	F/H	SL
	VC0000101644 Cd Trucking Inc 8000 Margo Cove Buda, Tx 78610	512-243-1000 512-243-1204	MDB	M/H	SL
	VC0000102160 Victor Gonzales, Jr / Victor J'S Trucking 335 Green Valley Dr Bastrop, Tx 78602	512-303-4556 512-303-4528	MDB	M/H	SL
	VC0000102257 Gilbert Limon Jr / G. Limon Hauling Co 124 Juanez Cv Del Valle, Tx 78617	512-633-9710 512-465-2041	MDB	M/H	SL

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LANDSCAPE IMPROVEMENTS

Rev. No: 0.00

Selection Criteria: ALL

Commodity Ty

NIGP

C Code & NIGP / CSI Code Descriptt	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	VC0000102282 Cms 2 Trucking Inc Po Box 141423 Austin, Tx 78714-1423	512-431-1351 512-278-0844	MDB	M/B	SL
	VS0000003474 Juan Lopez / J.L.Trucking 250 Blackbird Ln Buda, Tx 78610	512-295-3201 512-295-3201	MBE	M/H	SL
	VS0000004462 Ivy Rosalva Cruz / Ivy'S Trucking 7733 Marble Crest Dr. Austin, Tx 78747	512-577-6189	M/WBE	F/H	SL
	VS0000004974 Carl Lee Elder / Cl Elder Trucking 14307 Varrelman Austin, Tx 78725	512-658-8193 512-330-4101	MDB	M/B	SL
	VS0000005235 Rodríguez Trucking Enterprise 6422 Colton Bluff Springs Austin, Tx 78744	512-269-4021 512-291-0104	MBE	M/H	SL
	VS0000007285 Maurice King / Work-R-Hault Trucking 17233 Sandwick Dr Pflugerville, Tx 78660	512-809-3021	MDB	M/B	SL
	VS0000010430 Ralph Anthony Wright / Raw Trucking 1716 Meander Dr Austin, Tx 78721	512-791-3644 512-420-8373	MDB	M/B	SL

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C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	VS0000011882 Tony L. Mckee / Mckee Transportation 1748 Ohlen Rd, Apt #52 Austin, Tx 78757	512-848-4100 5123232527	MDB	M/B	SL
	VS0000012324 Francisco Castro / Castro Trucking 501 E 5th St Georgetown, Tx 78626	512-864-3713 512-864-3713	MDB	M/H	SL
	VS0000013498 Ofelia L. Perez-Lopez / Lopez B&L Trucking 112 St Marys Dr Hutto, Tx 78634	512-850-2937 N 512-759-1885	M/WBE	F/H	SL
	VS0000015237 Frank Bernard Fisher / Frank'S Lawn Care & Hauling 407 Green Meadows Dr Pflugerville, Tx 78660	512-507-2428	MDB	M/B	SL
	VS0000016519 Gordillo Trucking, Inc. 1100 Cedar Crest Drive Cedar Park, Tx 78613	512-417-2089	MDB	M/H	SL
	VS0000016846 Mojave Trucking / Mojave Trucking 5901 Mojave Dr Austin, Tx 78745	512-785-8404 512-443-0144	MBE	M/B	SL
	VS0000017568 Jose Mexquitic / Mexquitic Trucking 5510 Ponciana Dr Apt A Austin, Tx 78744	512-228-2304 512-284-8407	MDB	M/H	SL

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Rev. No:	0.00					

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	VS0000018392 Clemente & Company Inc 7911 Eudora Ln Austin, Tx 78747	512-769-1330 512-280-6254	MBE	M/H	SL
	VS0000018420 Chicago Materials Transport Inc. 3700 Cerulean Way Roundrock, Tx 78681	512-225-4296	MDB	M/H	SL
	VS0000018950 Francisco Oliveros / Oliveros Trucking 2005 Oxford Blvd Round Rock, Tx 78664	512-845-7972	MDB	M/H	SL
	VS0000020137 Damian Magana / Magana Trucking 1720 Bayland St Round Rock, Tx 78664	512-308-8173 512-238-6232	MDB	M/H	SL
	VS0000020631 Rami Materials Transport Llc 7719 Mcangus Rd Del Valle, Tx 78617	512-845-8358 186-680-0595	MDB	M/H	SL
	VS0000020694 Roderick Herndon / R Herndon Trucking 1155 Star Meadow Drive Kyle, Tx 78640	512- 57-98750	MDB	M/B	SL
	VS0000021690 Benitez Transport 188 Covent Dr Kyle, Tx 78640	512-402-4056 512-504-9841	MBE	F/H	SL

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C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	VS0000021971 Antonio Ramos Lizardo / Lizardo Trucking 11105 Pearce Ln Del Valle, Tx 78617	512-779-2632 512-385-7301	MDB		SL
9688241	FOUNDATION, CONCRETE. THIS ITEM CONSISTS OF FURNIS				
	CAP8313502 Capital Concrete Contractors Inc Po Box 438 Liberty Hill, Tx 78642-0438	512-515-0650 512-515-0645	WDB	F/W	SL
	CED7142775 Ceda-Tex Svcs Inc 1703 Dungan Lane Austin, Tx 78754	512-918-1368 512-335-1995	MDB	M/B	SL
	GPC8303500 G & P Contractors Inc 1315 Rich Ln Buda, Tx 78610-9561	512-312-5800 512-312-8144	MDB	M/H	SL
	MYE8321732 Myers Concrete Construction Lp Po Box 2928 Wimberley, Tx 78676-2928	512-847-8000 512-847-3831	WBE	F/W	SL
	PRI7031445 Prism Development Inc 2709 E 5th St Austin, Tx 78702-4729	512-479-9587 512-479-9591	MDB	M/H	SL
	VS0000010440 David Silva Po Box 354 Florence, Tx 76527	512-917-4009	MDB	M/H	SL

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C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	AAR0007200 Aaron Concrete Contractors P D Box 27107 Austin, Tx 78755-2107	512-990-2880 512-926-2291	MBE	M/H	SL
	ANN7051240 Ann Wilson Construction Co 14922 Running Deer Trl Austin, Tx 78734-3128	512-286-7096 512-266-3635	WBE	F/W	SL
9688283	TRENCH AND BACK FILL. THIS ITEM SHALL CONSIST OF F				
	AAR0007200 Aaron Concrete Contractors P O Box 27107 Austin, Tx 78755-2107	512-990-2880 512-926-2291	MBE	M/H	SL
	FUQ1950250 Fuquay Inc Po Box 10327 Austin, Tx 78786-0327	512-260-9899 512-260-9009	WDB	F/W	SL
	JOH2829800 Johnson Hauling 5512 E M L King Blvd Austin, Tx 78721-1628	512-928-1060 512-926-4180	MBE	M/B	SL
	PRI7031445 Prism Development Inc 2709 E 5th St Austin, Tx 78702-4729	512-479-9587 512-479-9591	MDB	M/H	SL

96888 Tree and Shrub Removal Services

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C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	AAR0007200 Aaron Concrete Contractors P O Box 27107 Austin, Tx 78755-2107	512-990-2880 512-926-2291	MBE	M/H	SL
	AUS8306086 Austex Tree Service Inc Po Box 8089 Round Rock, Tx 78683-6086	512-246-0082 512-248-8807	MDB	M/B	SL
	BRO8321080 Brown And Green Tree Care And Consulting / Ambrosino, Ma 3411 El Dorado Trl Austin, Tx 78739-5733	512-922-4649 --	WBE	F/W	SL
	JCC7157890 J C Cut 7410 Bennett Ave Austin, Tx 78752-1606	512-470-6962 512-371-3432	MBE	M/H	SL
	JHA6309189 J Harper Construction Company Po Box 13503 Austin, Tx 78711-3503	512-472-8817 512-243-0950	MBE	M/B	SL
	JOH2629800 Johnson Hauling 5512 E M L King Blvd Austin, Tx 78721-1628	512-928-1060 512-926-4180	MBE	M/B	SL
	MIK8314856 Michael A. Harns / Mike The Handy Guy 6400 Haney Dr Austin, Tx 78723	512-796-2280 --	MBE	M/B	SL

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C Code & NIGP / CSI	Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
		PRI7031445 Prism Development Inc 2709 E 5th St Austin, Tx 78702-4729	512-478-9587 512-479-9581	MDB	M/H	SL
		VC0000101862 Gtt & Preferred Landscaping Inc / Garcia'S Tree Trimming 8409 Indian Smt Austin, Tx 78737	512-288-2867 866-268-9597	MDB	M/H	SL
		VS0000009204 Agustin Saucado Lopez / Bejucos Landscaping & Painting Se 705 Gunter St. Austin, Tx 78702	512-527-3199 512-527-3195	MDB	M/H	SL
96894	Waterproofing Systems and Repair					
		VS0000008513 Central Texas Sheet Metal, Inc / Central Texas Sheet Metal, Inc 2301 W. Whitestone Blvd. Suite A1 Cedar Park, Tx 78613	512-762-9657 512-267-9271	MBE	M/H	SL
97773	Toilets, Portable, Rental or Lease					
		VS0000015442 Liquid Waste Solutions, Llc / Liquid Waste Solutions, L.L.C. P.O. Box 90874 Austin, Tx 78709	512-288-7867 512-.39-4.971	WDB	FW	SL
98814	Erosion Control Services					
		FUQ1950250 Fuquay Inc Po Box 10327 Austin, Tx 78766-0327	512-260-9899 512-260-9009	WDB	FW	SL

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C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	PRI7031445 Prism Development Inc 2708 E 5th St Austin, Tx 78702-4728	512-479-9587 512-479-9581	MDB	M/H	SL
	ROA7009475 Roadway Specialties Inc Po Box 90309 Austin, Tx 78709-0309	512-280-6666 512-280-6066	WDB	F/W	SL
	TER8323111 Terra Ecoservices L L C / Ross, Holly 11006 Swaffling Terrace Austin, Tx 78737-3501	512-288-2167 512-288-6126	WDB	F/W	SL
	VS000003361 Sandy Michelle Martinez / Capital Lawn Solutions P.O. Box 342742 Austin, Tx 78734	512-784-9571 512-261-6450	M/WDB	F/H	SL
	VS0000010573 Pond Pros Llc Po Box 2239 San Marcos, Tx 78667	512-608-8388 512-682-3102	WBE	F/W	SL
	VS0000012711 Environmental Safety Services Inc. 829 Lattendge Drive Austin, Tx 78748	512-402-4984 512-443-7138	MDB	M/H	SL
	WIL8314822 Williamson Land Development / Williamson, Heath Po Box 1345 Cedar Park, Tx 78630-1345	512-844-1404	MDB	M/B	SL

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C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	ABC8302481 Abc Erosion Control Inc / Sanchez, Belinda Po Box 2251 Leander, Tx 78646-2251	512-259-3894 512-259-4487	M/WDB	F/H	SL
	AFS7036255 Afs Environmental Inc 313 Brushy Creek Rd Austin, Tx 78613	512-918-0438 512-918-0427	WDB	F/W	SL
	AUS8306086 Austex Tree Service Inc Po Box 6089 Round Rock, Tx 78683-6088	512-248-0082 512-248-8807	MDB	M/B	SL
	CGE8308640 Cge Inc 4408 Hwy. 183 S. Austin, Tx 78702-	512-301-9652 512-394-0293	MDB	M/H	SL
	ENV7167715 Environmental Survey Inc / Environmental Survey Consulting 4602 Placid Pl Austin, Tx 78731-5515	512-458-8531 512-458-1929	WBE	F/W	SL
98815	Fence Installation and Repair				
	AFS7036255 Afs Environmental Inc 313 Brushy Creek Rd Austin, Tx 78613	512-918-0438 512-918-0427	WDB	F/W	SL
	FLO7135160 Sparkles Trucking 952 Skyline Rd Dale, Tx 78618-2442	512-844-6461 512-243-1851	M/WDB	F/H	SL

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C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	FUQ1850250 Fuquay Inc Po Box 10327 Austin, Tx 78766-0327	512-260-9899 512-260-9009	WDB	F/W	SL
	HAY2261500 Haynes-Eaglin-Waters Po Box 82448 Austin, Tx 78708-2448	512-451-6600 512-879-1088	M/WDB	F/B	SL
	LYN2976150 Lynx Systems Inc Po Box 15088 Austin, Tx 78761-5088	512-467-0115 512-467-9808	MDB	M/B	SL
	MET7046770 Metalink Corp / Metalink 9201 S Hwy 183 Austin, Tx 78747-2058	512-243-2900 512-243-2907	M/WDB	F/A	SL
	PIA8322157 Piatra Inc Po Box 9593 Austin, Tx 78766-9593	512-299-0404 -	WDB	F/W	SL
	PRI7031445 Prism Development Inc 2708 E 5th St Austin, Tx 78702-4729	512-479-9587 512-479-9591	MDB	M/H	SL
	ROA7009475 Roadway Specialties Inc Po Box 80309 Austin, Tx 78709-0309	512-280-6666 512-280-6066	WDB	F/W	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 6100 IFB CLMC055 ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
 Rev. No: 0.00 LANDSCAPE IMPROVEMENTS
 Selection Criteria: ALL Commodity Ty NIGP

C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	UNI7027985 Uniam Development Co Inc Po Box 14145 Austin, Tx 78761-4145	512-255-3726 512-255-1451	MDB	M/B	SL
	VIK4998250 Viking Fence Co Ltd / Viking Fence Co 9602 Gray Blvd Austin, Tx 78758-5492	512-837-6411 4 512-837-9468	MDB	M/H	SL
	VS0000003361 Sandy Michelle Martinez / Capital Lawn Solutions P.O. Box 342742 Austin, Tx 78734	512-784-9571 512-261-8450	M/WDB	F/H	SL
	VS0000007768 Ray Allen Wallace / Handyman's Hands 6808 Pondsdales Austin, Tx 78724	512-731-2877	MDB	M/B	SL
	WOO7143440 Woolery Custom Fences Co 190 Monkey Rd Elgin, Tx 78621-5585	512-281-2186 512-233-5396	WBE	F/W	SL
98852	Landscaping (Including Design, Fertilizing, Planti				
	ABC8302481 Abc Erosion Control Inc / Sanchez, Belinda Po Box 2251 Leander, Tx 78646-2251	512-259-3894 512-259-4467	M/WDB	F/H	SL
	ADV7008080 Advance Landscape Designs Inc / Advance Landscape Desi 13523 Pond Springs Rd Austin, Tx 78729-4415	512-918-8009 512-918-0162	M/WBE	F/H	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 6100 IFB CLMC055 ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
 Rev. No: 0.00 LANDSCAPE IMPROVEMENTS
 Selection Criteria: ALL Commodity Ty NIGP

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	AFS7036255 Afs Environmental Inc 313 Brushy Creek Rd Austin, Tx 78613	512-918-0438 512-918-0427	WDB	F/W	SL
	BRO8321080 Brown And Green Tree Care And Consulting / Ambrosino, Ma 3411 El Dorado Trl Austin, Tx 78739-5733	512-922-4648 -	WBE	F/W	SL
	ENV7167715 Environmental Survey Inc / Environmental Survey Consulting 4602 Placid Pl Austin, Tx 78731-5515	512-458-8531 512-458-1829	WBE	F/W	SL
	FLO7135160 Sparkles Trucking 952 Skyline Rd Dale, Tx 78616-2442	512-844-6461 512-243-1851	M/WDB	F/H	SL
	FUQ1950250 Fuquay Inc Po Box 10327 Austin, Tx 78766-0327	512-260-9889 512-260-9009	WDB	F/W	SL
	JCC7157890 J C Cut 7410 Bennett Ave Austin, Tx 78752-1606	512-470-6962 512-371-3432	MBE	M/H	SL
	JHA8309189 J Harper Construction Company Po Box 13503 Austin, Tx 78711-3503	512-472-8817 512-243-0950	MBE	M/B	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/M/B Code	G/E	LCTN
	JOH2828800 Johnson Hauling 5512 E M L King Blvd Austin, Tx 78721-1628	512-928-1060 512-926-4180	MBE	M/B	SL
	LRL7031535 L & R Landscape Services Inc 9801 Gray Blvd Austin, Tx 78758-5411	512-835-9734 512-835-9735	WDB	F/W	SL
	MIK8314856 Michael A. Harris / Mike The Handy Guy 6400 Haney Dr Austin, Tx 78723	512-796-2280 --	MBE	M/B	SL
	PIM8304692 Pimpton'S Landscaping Inc 9313 Manitou Springs Ln Austin, Tx 78717-2955	512-238-0517 512-238-0536	MDB	M/B	SL
	PRI7031445 Prism Development Inc 2709 E 5th St Austin, Tx 78702-4729	512-479-9587 512-479-9591	MDB	M/H	SL
	ROA7009475 Roadway Specialties Inc Po Box 90309 Austin, Tx 78709-0309	512-280-6666 512-280-6066	WDB	F/W	SL
	TED8303312 Ted'S Trees Ltd 1118 Tillery St Austin, Tx 78702-3034	512-928-8733 512-928-2337	MDB	M/H	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria: ALL	Commodity Ty	NIGP
Rev. No:	0.00				

C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	UNI7027985 Unism Development Co Inc Po Box 14145 Austin, Tx 78761-4145	512-255-3726 512-255-1451	MDB	M/B	SL
	VS0000003173 Verdi 4412 Red River Street Austin, Tx 78751	512-419-0883 512-419-0018	WDB	F/W	SL
	VS0000007768 Ray Allen Wallace / Handyman's Hands 8808 Pondsdales Austin, Tx 78724	512-731-2877	MDB	M/B	SL
	VS0000009204 Agustin Saucedo Lopez / Bejuco's Landscaping & Painting Se 705 Gunter St. Austin, Tx 78702	512-527-3199 512-527-3195	MDB	M/H	SL
	VS0000012580 Catherine Ann Nordstrom / Sans Souci Gardens 6311 Maury Hollow Austin, Tx 78750	512-346-6797	WBE	F/W	SL
	VS0000015237 Frank Bernard Fisher / Frank'S Lawn Care & Hauling 407 Green Meadows Dr Pflugerville, Tx 78660	512-507-2428	MDB	M/B	SL
	VS0000018181 Israel Rojas / Red's Business Cleaning Solutions 2003 Outwood Mill Lane Austin, Tx 78744	512-580-2685 512-292-6726	MBE	M/H	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	VS0000019008 Mario L Carlin Management, Llc 605 Canyon Trail Court Round Rock, Tx 78664	512-417-7495	MDB	M/H	SL
	WIL8314822 Williamson Land Development / Williamson, Heath Po Box 1345 Cedar Park, Tx 78630-1345	512-844-1404	MOB	M/B	SL
	WIN7083785 Winterowd Assoc 2111 Dickson Dr #30 Austin, Tx 78704-4788	512-442-0100 512-442-0788	WDB	F/W	SL
9885299	LANDSCAPING, TREE AND PLANT PROTECTION DURING CONS				
	ADV7008080 Advance Landscape Designs Inc / Advance Landscape Desi 13523 Pond Springs Rd Austin, Tx 78729-4415	512-918-8009 512-918-0162	M/WBE	F/H	SL
	ABC8302481 Abc Erosion Control Inc / Sanchez, Belinda Po Box 2251 Laander, Tx 78646-2251	512-259-3694 512-259-4467	M/WDB	F/H	SL
	FUQ1950250 Fuquay Inc Po Box 10327 Austin, Tx 78766-0327	512-260-9899 512-260-9009	WDB	F/W	SL
	LRL7031535 L & R Landscape Services Inc 9801 Gray Blvd Austin, Tx 78758-5411	512-835-9734 512-835-9735	WDB	F/W	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	PRI7031445 Prism Development Inc 2709 E 5th St Austin, Tx 78702-4729	512-479-9587 512-479-9591	MDB	M/H	SL
	VC0000101862 Gtt & Preferred Landscaping Inc / Garcia'S Tree Trimming 8409 Indian Smt Austin, Tx 78737	512-288-2867 865-268-9597	MDB	M/H	SL
	VS0000009204 Agustin Saucedo Lopez / Bejucos Landscaping & Painting Se 705 Gunter St. Austin, Tx 78702	512-527-3199 512-527-3195	MDB	M/H	SL
	VS0000017119 Floral Creations Landscaping Llc Po Box 142803 Austin, Tx 78714	512-560-9860 512-220-8808	MSE	M/S	SL
Total In SLBP				193	

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 6100 IFB CLMC055 ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
 Rev. No: 0.00 LANDSCAPE IMPROVEMENTS
 Selection Criteria: ALL Commodity Ty NIGP

C Code & NIGP / CSI Code Descriptl Vendor Code & Addr Phone & Fax W/MB Code G/E LCTN

Vendors Outside the SLBP Area

13552 Stone Products, Fabricated

BUR8316854 210-659-0996 WDB F/NA TX
 Burditt Tile & Stone Inc 210-659-7168
 206 Gibbs Sprawl Rd
 Converse, Tx 78109

33055 Fencing, Temporary (For Construction and Other Ind

ALA8314577 210-704-8438 WBE F/W TX
 Alaron Supply Company Inc 210-704-8514
 Po Box 246
 San Antonio, Tx 78291-0246
 CON7107060 888-636-3098 WDB F/W TX
 Conroe Wood Products Inc 936-760-2975
 804 West Dallas Ste #1
 Conroe, Tx 77301-2208

5706842 GRATINGS, WALKWAY, FABRICATED STEEL

ALA8314577 210-704-8438 WBE F/W TX
 Alaron Supply Company Inc 210-704-8514
 Po Box 246
 San Antonio, Tx 78291-0246

57076 Steel, Reinforcing, Bars and Rods

ALA8314577 210-704-8438 WBE F/W TX
 Alaron Supply Company Inc 210-704-8514
 Po Box 246
 San Antonio, Tx 78291-0246

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI Code	Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
		TEX7155580 Stephanie L Gomez-Andrews / Texas Metal Technologies 7628 Se Cr 3230 Kerens, Tx 75144	888-241-4599 903-396-7490	M/WBE	F/H	TX
59565	Shrubbery, Evergreen	MAL6026965 Maldonado Nursery & 16348 Nacogdoches San Antonio, Tx 78247-1005	210-599-1219 2 210-599-9736	MBE	M/H	TX
65860	Pipe, PVC (Polyvinyl Chloride)	ALAB314577 Alaron Supply Company Inc Po Box 246 San Antonio, Tx 78291-0246	210-704-8438 210-704-8514	WBE	F/W	TX
		TEL7030780 Telecom Electric Supply Co Po Box 860307 Plano, Tx 75086-0307	972-422-0012 972-422-0467	MDB	M/B	TX
67069	Valves, Brass and Copper	CHO7013695 Choctaw Pipe & Equipment Inc 14215 Championship Ln Houston, Tx 77069-1261	281-583-9003 281-583-9500	WDB	F/W	TX
75070	Ready-Mix Concrete					

City of Austin
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Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	STA8309511 Standard Cement Materials Inc 5710 W 34th St Ste A Houston, Tx 77092-6520	713-680-0482 713-880-1017	MBE	M/H	TX
79020 Grass Seed	MAL6026965 Maldonado Nursery & 16348 Nacogdoches San Antonio, Tx 78247-1005	210-599-1219 2 210-599-9736	MBE	M/H	TX
79070 Top Soil and Fill Dirt (For Mulch See Class 335)	MAL8026965 Maldonado Nursery & 16348 Nacogdoches San Antonio, Tx 78247-1005	210-599-1219 2 210-599-9736	MBE	M/H	TX
90976 Site Work	CAS8317697 Casias Construction L L C 6825 Breeden Ave San Antonio, Tx 78216-7502	210-308-1067 210-308-1068	MDB	M/H	TX
	RAM8317898 Ram Building Services L L C 300 Western Park San Antonio, Tx 78228-5891	210-435-2000 210-435-2030	MDB	M/H	TX
	RES8320803 Resurrection General 6710 Oak Lake San Antonio, Tx 78244-1639	210-310-1012 210-310-1012	MBE	F/B	TX

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria:	ALL	Commodity Ty	NIGP
Rev. No:	0.00					

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
90984	Thermal and Moisture Protection Services				
	PAY7082020 Payless Insulation 1331 Seamist Dr Houston, Tx 77008-5017	713-868-1021 713-868-7014	WDB	F/W	TX
91240	Demolition Services				
	RDB7130540 Robles & Sons Inc / Robles Service Group 750 N Main St Cibolo, Tx 78108-3614	210-566-5844 210-658-3165	MBE	M/H	TX
	STR8309656 Structural Concrete 20810 Imperial Oak Drive Magnolia, Tx 77355-5523	281-583-7776 281-583-0110	WDB	F/W	TX
	VS0000022057 Cap Construction And Environmental, Llc 1731 S. San Marcos Bldg 908 San Antonio, Tx 78207-7096	210-227-1800 210-227-1802	MBE	M/H	TX
91244	Excavation Services				
	TGR8310109 Tgr Constructors Inc Po Box 155219 Forth Worth, Tx 76155-5219	972-313-3601 972-313-3602	MDB	M/H	TX
9133918	BACK FILL, SAND. THIS ITEM SHALL CONSIST OF FURNIS				
	ATE7077360 A Tex Dbe Inc 15806 Ridgerock Rd Missouri City, Tx 77207-3404	281-438-4246 713-991-7364	MBE	M/B	TX

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria: ALL	Commodity Ty	NIGP
Rev. No:	0.00				

C Code & NIGP / CSI	Code Descripti	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
9134567	SEWERS, STORM (TYPE 2) WITH FILL HEIGHT GREATER TH	TGR8310109 Tgr Constructors Inc Po Box 155219 Forth Worth, Tx 76155-5219	972-313-3601 972-313-3602	MDB	M/H	TX
9135020	BASE COURSE, AGGREGATE. THIS BASE SHALL CONSIST OF	BOO0747500 Boothe Brothers Paving Co Po Box 1591 Shiner, Tx 77984-1591	361-594-2530 361-594-2640	WDB	F/W	TX
		CAS7048230 Antonio Castillo / Castillo Brothers 350 Dawson Rd Mercedes, Tx 78570-4302	956-565-5923 956-565-4123	MBE	M/H	TX
91438	Electrical	JOL8305135 Jo Luis Corp (The) 215 E Avenue D Killeen, Tx 76541-5238	254-634-8203 254-634-8013	M/WDB	F/H	TX
		KAM8305026 Kamo Energy Inc 7475 N Fm 1518 Schertz, Tx 78154-6067	210-659-0584 210-659-0683	MDB	M/A	TX
		RKB8316788 R K Bass Electric Inc 1200 E Fm 2410 Harker Heights, Tx 76548-6897	254-698-8751 254-698-3411	MDB	M/H	TX

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No:	6100 IFB CLMC055	ELISABET NEY BUILDING, ADA ACCESSIBILITY AND LANDSCAPE IMPROVEMENTS	Selection Criteria: ALL	Commodity Ty	NIGP
Rev. No:	0.00				

C Code & NIGP / CSI Code	Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
91450	Heating, Ventilating and Air Conditioning (HVAC)					
		ACC8321565 Accu-Aire Mechanical Llc 6825 E Hwy 87 Ste D San Antonio, Tx 78263	210-455-9003 210-648-7377	M/WDB	F/H	TX
		KAM8305026 Kamo Energy Inc 7475 N Fm 1518 Schertz, Tx 78154-8067	210-659-0584 210-659-0683	MDB	M/A	TX
91455	Masonry					
		CAS8317697 Casias Construction L L C 6825 Breeden Ave San Antonio, Tx 78216-7502	210-308-1067 210-308-1068	MDB	M/H	TX
		RES8320803 Resurrection General 8710 Oak Lake San Antonio, Tx 78244-1639	210-310-1012 210-310-1012	MBE	F/B	TX
91458	Metal Work					
		QUA8304245 Quality Welding & Fabrication / B C A D Zion Corp 9425 Schoenthal Rd New Braunfels, Tx 78132	210-657-9090 210-657-6090	WDB	F/W	TX
96239	Hauling Services					
		BIL7127770 Bill Hall Jr Trucking Co 9630 Cagnon Rd San Antonio, Tx 78252-2213	210-622-3019 210-622-5352	MBE	M/H	TX

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 6100 IFB CLMC055 ELISABET NEY BUILDING, ADA ACCESSIBILITY AND
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 Selection Criteria: ALL Commodity Ty NIGP

C Code & NIGP / CSI Code Descriptl	Vendor Code & Addr	Phone & Fax	W/MB Code	G/E	LCTN
	INT8315158 Intercon Environmental Inc 2214 Fm 1187 Ste 5 Mansfield, Tx 76063-5933	817-477-9995 817-477-9996	WDB	F/W	TX
	MCR7038120 Mcryan Hauling Inc Po Box 1669 Roanoke, Tx 76262-1669	817-430-3213 817-636-2209	WDB	F/W	TX
	SER8313719 Serviceline Transport Po Box 340 Weir, Tx 78674-0340	512-864-9292 512-863-4602	WDB	F/W	TX
	VS0000018010 Luis A Moreno / Luis Moreno Trucking 327 County Road 4860 Azle, Tx 76020	817-975-0045 817-444-3671	MOB	M/H	TX
96888	Tree and Shrub Removal Services				
	CAN7148775 Cantu Contracting Inc 3396 Rabel Rd San Antonio, Tx 78221-5270	210-627-2970 210-627-2979	M/WBE	F/H	TX
98814	Erosion Control Services				
	VS0000013414 Diversified Landscapes Inc. / Diversified Landscapes Inc 111 Mustang Way Georgetown, Tx 78633-4018	254-793-2762 254-793-2714	WDB	F/W	TX



A Tex Dbe Inc
15806 Ridgerock Rd
Missoua City Tx, 77207-3404

Alaron Supply Company Inc
Po Box 246
San Antonio Tx, 78291-0246

Antonio Ramos Lizardo / Lizardo Trucking
11105 Pearce Ln
Del Valle Tx, 78617

A&R Air Conditioning & Heating Lic
Po Box 18744
Austin Tx, 78760-8744

Alfredo Gamez / Gamez Trucking
1590 Mathias Lane
Kyle Tx, 78640-4443

Asap Electric Inc
7305 Saralee Trl
Austin Tx, 78729-7791

Aaron Concrete Contractors
P O Box 27107
Austin Tx, 78755-2107

All Points Inspection Svcs Inc
6448 Hwy 290 Ste C110
Austin Tx, 78723-1068

Austex Tree Service Inc
Po Box 6089
Round Rock Tx, 78683-6086

Abc Erosion Control Inc / Sanchez, Belinda
Po Box 2251
Lcander Tx, 78646-2251

Alpha Ready Mix Lic / Alpha Ready Mix
1000 E. Cesar Chavez
Austin Tx, 78702

Austin Lumber Co Inc / Austin Lumbar Company
2415 E 5th St
Austin Tx, 78702-4637

Accu-Aire Mechanical Llc
6825 E Hwy 87 Ste D
San Antonio Tx, 78263

Always Distributing/Greater
Po Box 142205
Austin Tx, 78714-2205

Austin Underground Inc
Po Box 5650
Lago Vista Tx, 78645-5650

Acm Trucking Inc
908 E 22nd St
Georgetown Tx, 78626-8148

Amado Guerrero / Amado Guerrero & Company
5612 Alomar Cove
Del Valle Tx, 78617

Aztec Masonry
2217 Haskell St
Austin Tx, 78702-5605

Advance Landscape Designs Inc / Advance Land
13523 Pond Springs Rd
Austin Tx, 78729-4415

American Building Svcs / Guevara, Bolivar
929 Lisa Dr
Austin Tx, 78733-2426

Aztec Trucking Inc
P O Box 340072
Austin Tx, 78734

Afs Environmental Inc
313 Brushy Creek Rd
Austin Tx, 78613

Ann Wilson Construction Co
14922 Running Deer Trl
Austin Tx, 78734-3128

B Rangel Trucking / Rangel, Bonifacio
2108 E 16th St
Austin Tx, 78702-1316

Agustin Saucedo Lopez / Bejuco Landscaping & P
705 Gunter St
Austin Tx, 78702

Antonio Castillo / Castillo Brothers
350 Dawson Rd
Mercedes Tx, 78570-4302

B.J.T Construction Services Inc / B.J.T Construc
6329 Avery Island Ste A-1
Austin Tx, 78727

Balderas Brothers Trucking / Balderas, Pete
7224 White Panda Run
Del Valle Tx, 78617-3582

Burditt Tile & Stone Inc
206 Gibbs Sprawl Rd
Converse Tx, 78109

Carl Lee Elder / Cl Elder Trucking
14307 Varrelman
Austin Tx, 78725

Belli Trucking Inc
Po Box 144
Del Valle Tx, 78617-0144

C & M Interiors
805 Old Austin Pflugervl Rd #B
Pflugerville Tx, 78660-3377

Carmona Construction Services Inc / Carmona C
13401 Vista Oaks Dr
Leander Tx, 78641

Barton Wilder Custom Images
9206 Lauralan Dr
Austin Tx, 78736-2913

C Garcia Trucking / Garcia, Carlos
12730 Laws Rd
Buda Tx, 78610-9695

Carrillo Trucking / Carrillo, Alberto G
22021 Silvia Dr
Elgin Tx, 78621-5251

Benitez Construction Inc
Po Box 338
Manor Tx, 78653-0338

C3 Environmental Specialties Lp
Po Box 705
Schertz Tx, 78154

Casias Construction L L C
6825 Breeden Ave
San Antonio Tx, 78216-7502

Benitez Transport
198 Covent Dr
Kyle Tx, 78640

Cairo Transportation / Cairo, Dorsey
5900 Fence Row
Austin Tx, 78744-3079

Catherine Ann Nordstrom / Sans Souci Gardens
6311 Maury Hollow
Austin Tx, 78750

Bill Hall Jr Trucking Co
9630 Cagnon Rd
San Antonio Tx, 78252-2213

Calvin'S Electric, Ltd
Po Box 1077
Dripping Springs Tx, 78620

Cd Trucking Inc
8000 Margo Cove
Buda Tx, 78610

Bomax Contractors Llc
500 Canyon Ridge, Suite L250-1
Austin Tx, 78753-1640

Cantu Contracting Inc
3396 Rabel Rd
San Antonio Tx, 78221-5270

Ceda-Tex Svcs Inc
1703 Dungan Lane
Austin Tx, 78754

Booth Brothers Paving Co
Po Box 1591
Shiner Tx, 77984-1591

Cap Construction And Environmental, Llc
1731 S. San Marcos Bldg 908
San Antonio Tx, 78207-7096

Central Road And Utility Ltd
1911 Corporate Dr Ste 101
San Marcos Tx, 78666-6171

Brothers Lane, Llc / Brothers Lanc
7301 N Rr 620 Ste. 155-143
Austin Tx, 78726

Capitol Concrete Contractors Inc
Po Box 438
Liberty Hill Tx, 78642-0438

Central Texas Sheet Metal, Inc / Central Texas S
2301 W. Whitestone Blvd. Suite
Cedar Park Tx, 78613

Brown And Green Tree Care And Consulting / Am
3411 El Dorado Trl
Austin Tx, 78739-5733

Capstone Builders Inc
Po Box 204
Cedar Creek Tx, 78612-0204

Cge Inc
4408 Hwy 183 S.
Austin Tx, 78702-

Chicago Materials Transport Inc. 3700 Cerulean Way Roundrock Tx, 78681	Conroe Wood Products Inc 804 West Dallas Ste #1 Conroe Tx, 77301-2208	E S Electric Inc 12621 Ballerstedt Rd Elgin Tx, 78621
Chino'S Trucking / Salazar, Edgar 3004 E 2nd St Austin Tx, 78702-4844	Cuatro Consultants Ltd 3601 Kyle Crossing Ste B Kyle Tx, 78640-5428	Ebc Construction, Llc 14831 Bois D' Arc Ln Unit #4 Manor Tx, 78653
Chivas Engineering And Consulting, Inc 2908 Barton Point Drive Austin Tx, 78733	Damian Magana / Magana Trucking 1720 Bayland St Round Rock Tx, 78664	Ebeb Enterprtzes Llc 2892 St. Hwy. 71 W, Unit 5 Cedar Creek Tx, 78612
Choctaw Pipe & Equipment Inc 14215 Championship Ln Houston Tx, 77069-1261	David Silva Po Box 354 Florence Tx, 76527	Encotech Engineering 8500 Bluffstone Cove, #B-103 Austin Tx, 78759
Christine Lisa Merrigan / Merrigan Electric Llc 1115 Antelope Ridge Cedar Park Tx, 78613	Deanda Trucking Inc Po Box 1236 Del Valle Tx, 78617-1236	Environmental Safety Services Inc 829 Latteridge Drive Austin Tx, 78748
Clemente & Company Inc 7911 Eudora Ln Austin Tx, 78747	Del Valle Constructors Llc 415 E St Elmo Ste 1a Austin Tx, 78745	Environmental Survey Inc / Environmental Surv 4602 Placid Pl Austin Tx, 78731-5515
Cms 2 Trucking Inc Po Box 141423 Austin Tx, 78714-1423	Desa Hinds Paving / Hinds, Desa P 3543 North Us Hwy 281 Burnet Tx, 78611	Farwall Construction, Llc / Farwall Construction, 9503 Hansford Dr Austin Tx, 78753
Cody Builders Supply Inc 12002 N Lamar Blvd Austin Tx, 78753-1801	Diane Blenden / Dkb Services 7900 Whitsun Austin Tx, 78749	Felipe Cueva Arias / Cueva'S Transportation Co 2801 Wells Branch Pkwy # 1136 Austin Tx, 78728
Compu Signs 632 N Lamar Blvd Austin Tx, 78703-5414	Diversified Landscapes Inc. / Diversified Landscape 111 Mustang Way Georgetown Tx, 78633-4018	Floral Creations Landscaping Llc Po Box 142803 Austin Tx, 78714
Concrete Surface Innovations Suite 400 Round Rock Tx, 78664	Double Sv Construction Inc 5500 Alomar Cv Del Valle Tx, 78617-3408	Francisco Castro / Castro Trucking 501 E 5th St Georgetown Tx, 78626

Francisco Oliveros / Oliveros Trucking
2005 Oxford Blvd
Round Rock Tx, 78664

Gv Enterprise / Garza, Yolanda V
3040 Dacy Ln
Buda Tx, 78610-5706

Israel Rojas / Reds Business Cleaning Solutions
2003 Outwood Mill Lane
Austin Tx, 78744

Frank Bernard Fisher / Frank'S Lawn Care & Haul
407 Green Meadows Dr
Pflugerville Tx, 78660

H&H Foradory Construction Inc
9220 Maha Loop
Del Valle Tx, 78617-5328

Ivy Rosalva Cruz / Ivy'S Trucking
7733 Marble Crest Dr.
Austin Tx, 78747

Fuquay Inc
Po Box 10327
Austin Tx, 78766-0327

Haynes-Eaglin-Waters
Po Box 82448
Austin Tx, 78708-2448

J A Road Boring
1000 Dacy Ln
Kyle Tx, 78640-5143

G & P Contractors Inc
1315 Rich Ln
Buda Tx, 78610-9561

Hot Rod Mechanical Inc
3415 E 5th St
Austin Tx, 78702-4911

J C Cut
7410 Bennett Ave
Austin Tx, 78752-1606

Gerald Nunn Electric Llc
410 N Patterson Rd
Florence Tx, 76527

Hugh Ellison / H-E Trucking Co.
2124 Burton Dr
Austin Tx, 78741

J Harper Construction Company
Po Box 13503
Austin Tx, 78711-3503

Gig'S Construction / Osorio, Gisela
13612 Bullick Hollow Rd
Austin Tx, 78726-5005

J D Guerra L P
9810 Fm 969
Austin Tx, 78724

Jag Trucking Inc
800 Private Rd 917
Georgetown Tx, 78626

Gilbert Limon Jr / G. Limon Hauling Co
124 Juarez Cv
Del Valle Tx, 78617

Industrial Asphalt Inc
1114 Lost Creek Blvd., #410
Austin Tx, 78746-6370

Jo Luis Corp (The)
215 E Avenue D
Killeen Tx, 76541-5238

Gordillo Trucking, Inc.
1100 Cedar Crest Drive
Cedar Park Tx, 78613

Industrial Solutions / Hamilton, Panlette
Po Box 500248
Austin Tx, 78750-0248

Johnson Hauling
5512 E M L King Blvd
Austin Tx, 78721-1628

Grimaldo Trucking / Grimaldo, Gonzalo
8601 Showers Dr
Elgin Tx, 78621-5279

Intercon Environmental Inc
2214 Fm 1187 Ste 6
Mansfield Tx, 76063-5933

Jose Mexquitic / Mexquitic Trucking
5510 Ponciana Dr Apt A
Austin Tx, 78744

Gtt & Preferred Landscaping Inc / Garcia'S Tree T
8409 Indian Smt
Austin Tx, 78737

Isidoro Aburto Martinez / Isidoro Aburto Truckin
5516 Bitterwood Dr
Austin Tx, 78724-5202

Juan Garcia / Garcia J Const
8300 Caspain
Austin Tx, 78749

Juan Lopez / J.L.Trucking
250 Blackbird Ln
Buda Tx, 78610

Lopez Trucking / Lopez, Ricardo B
Po Box 2236
Georgetown Tx, 78627-2236

Maurice King / Work-R-Haulit Trucking
17233 Sandwick Dr
Pflugerville Tx, 78660

Kamo Energy Inc
7475 N Fm 1518
Schertz Tx, 78154-6067

Luis A Moreno / Luis Moreno Trucking
327 County Road 4860
Azle Tx, 76020

Mcryan Hauling Inc
Po Box 1669
Roanoke Tx, 76262-1669

Kerwick & Kerwick, Ltd. / Great Walls Of Texas
4517 Walsall Loop
Austin Tx, 78749

Luna'S Trucking
931 Satellite Vw
Round Rock Tx, 78664-1147

Mechanical & Process Systems
410 Tradesmens Park Dr
Hutto Tx, 78634

L & L Capital Cleaning Service
6208 Harold Ct
Austin Tx, 78721-2726

Lynx Systems Inc
Po Box 15088
Austin Tx, 78761-5088

Melendrez Brothers Trucking
11608 Moore Rd
Austin Tx, 78719-9652

L & R Landscape Services Inc
9801 Gray Blvd
Austin Tx, 78758-5411

M & M Trucking
10811 San Jose Ave
Del Valle Tx, 78617-5903

Mendez Excavation M B E
1301 S. Ih 35 Ste. 315
Austin Tx, 78741

Leaf Bros Trucking Inc
Po Box 142908
Austin Tx, 78714-2908

M R G Construction
1305 Canterbury St
Austin Tx, 78702-5320

Mercury Electric Co Inc
Po Box 587
Liberty Hill Tx, 78642-0587

Lillie'S Trucking Inc
1110 Radam Cir
Austin Tx, 78745-3018

Maldonado Nursery &
16348 Nacogdoches
San Antonio Tx, 78247-1005

Metalink Corp / Metalink
9201 S Hwy 183
Austin Tx, 78747-2058

Liquid Waste Solutions, Llc / Liquid Waste Soluti
P O Box 90874
Austin Tx, 78709

Marie'S Trucking
2314 Wagon Crossing Path
Austin Tx, 78744-4330

Michael A. Harris / Mike The Handy Guy
6400 Hancy Dr
Austin Tx, 78723

Lone Star Ready Mix L P
Po Box 1467
Leander Tx, 78646

Mario L Carlin Management, Llc
605 Canyon Trail Court
Round Rock Tx, 78664

Mid State Plumbing Inc
7900 Hudson Loop
Austin Tx, 78736

Longoria Masonry Inc
Po Box 81507
Austin Tx, 78708-1507

Mars Industries L L C
Po Box 560
Cedar Creek Tx, 78612-0560

Misty'S Trucking / White, Misty
P O Box 140821
Austin Tx, 78714-

Mojave Trucking / Mojave Trucking
5901 Mojave Dr
Austin Tx, 78745

Pablo Martinez / Transportes Martinez
8408 Riverstone Dr Apt B
Austin Tx, 78724

R & J Landscaping L P
Po Box 627
Del Valle Tx, 78617-0627

Mosquera'S Trucking / Mosquera, Melissa
13308 Vizquel Loop
Del Valle Tx, 78617-5749

Payless Insulation
1331 Seamist Dr
Houston Tx, 77008-5017

R K Bass Electric Inc
1200 E Fm 2410
Harker Heights Tx, 76548-6897

Muniz Concrete & Contracting Inc
Po Box 6596
Austin Tx, 78762

Peabody General Contractors
Po Box 3
Dripping Springs Tx, 78620-0003

Ralph Anthony Wright / Raw Trucking
1716 Meander Dr
Austin Tx, 78721

Myers Concrete Construction Lp
Po Box 2928
Wimberley Tx, 78676-2928

Perez Electric
Po Box 309
Delvalle Tx, 78617-0309

Ram Building Services L L C
300 Western Park
San Antonio Tx, 78228-5891

Network And Electrical Technologies Inc.
P O Box 91265
Austin Tx, 78709

Piatra Inc
Po Box 9593
Austin Tx, 78766-9593

Rama Tiru
1705 Guadalupe St #105
Austin Tx, 78701-1214

Ofelia L. Perez-Lopez / Lopez B&L Trucking
112 St Marys Dr
Hutto Tx, 78634

Pimpton'S Landscaping Inc
9313 Manitou Springs Ln
Austin Tx, 78717-2955

Rami Materials Transport Llc
7719 Mcangus Rd
Del Valle Tx, 78617

On-Call Management Svcs Inc / On-Call Managemc
Po Box 91951
Austin Tx, 78709-1951

Pmn Builders, Inc
17013 Poncho Springs Ln
Austin Tx, 78717-2965

Ramiro Castellon / American System Solutions
11815 Barker Hills Dr
Manor Tx, 78653

Ortiz Construction / Ortiz, Robert Sr.
704 Trinity St
Lockhart Tx, 78644-3434

Pond Pros Llc
Po Box 2239
San Marcos Tx, 78667

Ray Allen Wallace / Handymans Hands
6808 Pondsdales
Austin Tx, 78724

Ortis Guthrie / Guthrie Real Property Constructio
2705 Vallarta Ln Ste B
Austin Tx, 78733-1065

Prism Development Inc
2709 E 5th St
Austin Tx, 78702-4729

Raymond Alvarez / Alvarez Foundation & Conc
4902 Pack Saddle Pass
Austin Tx, 78745

Ontback Contracting
11904 Jess Dr
Austin Tx, 78737-4036

Quality Welding & Fabrication / B C A D Zion C
9425 Schoenthal Rd
New Braunfels Tx, 78132

Rd Trucking
455 S Turnersville Rd
Buda Tx, 78610-9548

Resurreccion General
6710 Oak Lake
San Antonio Tx, 78244-1639

Sandy Michelle Martinez / Capital Lawn Solutio
P O. Box 342742
Austin Tx, 78734

T Morales Company Electric & Controls Ltd
Po Box 859
Florence Tx, 76527-0859

Rover City Rolloffs Inc
Po Box 142028
Austin Tx, 78714-2028

Sandy Michelle Martinez / Vega Septic And Envr
Po Box 342742
Austin Tx, 78734

Ted'S Trees Ltd
1318 Tibbery St
Austin Tx, 78702-3034

Roadway Specialties Inc
Po Box 90309
Austin Tx, 78709-0309

Serviceline Transport
Po Box 340
Weir Tx, 78674-0340

Tci-Tech Construction Inc
7801 N Lamar Blvd D95
Austin Tx, 78752

Robles & Sons Inc / Robles Service Group
750 N Main St
Cibolo Tx, 78108-3614

Sherry Craig / A-Okay Signs & Graphics
8101 Cameron Rd, Ste 310
Austin Tx, 78754

Tejas Contractors Inc / Absolute Stucco
10205 Thaxton Rd
Austin Tx, 78747

Rodenck Herndon / R Herndon Trucking
1155 Star Meadow Drive
Kyle Tx, 78640

Sign Resource Management Inc
3613 Williams Dr Ste 802
Georgetown Tx, 78628-1374

Telecom Electric Supply Co
Po Box 860307
Plano Tx, 75086-0307

Rodriguez Trucking Enterprise
6422 Colton Bluff Springs
Austin Tx, 78744

Sparkles Trucking
952 Skyline Rd
Dale Tx, 78616-2442

Tempo Safety Compliance &
Po Box 2137
Bastrop Tx, 78602

Royal Vista Inc
350 County Rd 260
Liberty Hill Tx, 78642-6202

Standard Cement Materials Inc
5710 W 34th St Ste A
Houston Tx, 77092-6520

Terra Ecoservices L L C / Ross, Holly
11006 Swelling Terrace
Austin Tx, 78737-3501

Safequip Inc
10201 Mckalla Pl Ste B
Austin Tx, 78758-4449

Stephanie L Gomez-Andrews / Texas Metal Tech
7628 Se Cr 3230
Kerens Tx, 75144

Texas Road & Utilities Inc
Po Box 909
Cedar Creek Tx, 78612

Sallie Burchett / Diva Imaging
2003 La Casa Dr
Austin Tx, 78704-4720

Street Brite Llc / Street Brite
10503 Spicewood Pkwy
Austin Tx, 78750

Texas Trucking Co Inc
3900 Shell Rd
Georgetown Tx, 78628-9249

Sam Kellough Trucking
2314 Wagon Crossing Path
Austin Tx, 78744-4330

Structural Concrete
20810 Imperial Oak Drive
Magnolia Tx, 77355-5523

Tgr Constructors Inc
Po Box 155219
Forth Worth Tx, 76155-5219

The Good Earth Partners Inc. / The Good Earth P
446 Pope Bend North
Cedar Creek Tx, 78612

Verdi
4412 Red River Street
Austin Tx, 78751

Titus Industrial Group Llc / Titus Electrical Contr
615 W Yager Ln
Austin Tx, 78753

Victor Gonzales, Jr / Victor J'S Trucking
335 Green Valley Dr
Bastrop Tx, 78602

Tony L. Mckee / Mckee Transportation
1748 Ohlen Rd, Apt #52
Austin Tx, 78757

Viking Fence Co Ltd / Viking Fence Co
9602 Gray Blvd
Austin Tx, 78758-5492

Tony Parent Enterprises / Allied Fence Compan
13350 Old Kimbro Rd, Bldg A
Manor Tx, 78653

White Photographic Services
Po Box 1202
Dripping Springs Tx, 78620-1202

Travis Paving & Excavating Inc
1190 Fm 969
Bastrop Tx, 78602

Williamson Land Development / Williamson, He
Po Box 1345
Cedar Park Tx, 78630-1345

Triad Building Maintenance / Neely, Adrian L
Po Box 140631
Austin Tx, 78714-0631

Wintercrowd Assoc
2111 Dickson Dr #30
Austin Tx, 78704-4788

Trini Construction Builder Llc
2001 Live Oak Dr
Manhaca Tx, 78652

Woolery Custom Fences Co
190 Monkey Rd
Elgin Tx, 78621-5585

Troy Johnson / Comanche Express Services
7610 Cameron Rd # 1057
Austin Tx, 78752

Zeta Group Inc
Po Box 40157
Austin Tx, 78704-0003

Turnkey Environmental L L C
300 Brushy Creek Rd, Ste 303
Cedar Park Tx, 78613

Unism Development Co Inc
Po Box 14145
Austin Tx, 78761-4145

Alternate Methodology, Competitive Sealed Proposal

What is a Competitive Sealed Proposal?

A competitive sealed proposal (CSP) is an alternate method of contracting that differs from competitive bidding in the selection of the contractor. Contractor selection can take into account best value factors in addition to price, such as vendor reputation, quality of goods or services, and the vendor's past relationship with the City of Austin.

How Is Compliance Different?

Compliance is the same as for the regular construction Bidding process.

Alternate Methodology, Construction Manager At Risk

What is Construction Manager At Risk?

Construction Manager At Risk is an alternate method of contracting. The Construction Manager is brought on during the design process to allow for interaction with the project's designers. This allows for faster project completion by allowing construction to begin before design is complete. Construction happens in two phases: Pre-Construction and Construction.

How Is Compliance Different?

Goals established and published in this Solicitation are for the Pre-Construction Phase only.

Statement of Intent to Comply

I certify that I will comply with City Code Chapter 2-9A once goals are established for the Construction Phase under this Contract. I further understand and agree that this Statement of Intent shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative

Signature

Date

Alternate Methodology, Job Order Contracting

What is Job Order Contracting?

Job Order Contracting (JOC) is an alternate method of contracting. JOC is used for the repair and/or renovation of facilities, where task specifics are undefined at the time of Solicitation, tasks are determined as the Contract progresses, and pricing is determined using pre-described pricing lists.

How Is Compliance Different?

There is no Compliance Plan for the initial Solicitation; instead, there is a Compliance Plan for each assignment made under the Contract.

Statement of Intent to Comply

I certify that I will comply with City Code Chapter 2-9A; show Best Efforts to meet the specific composite goals established for each assignment under this Contract; and generate a Compliance Plan for each assignment under this Contract. I further understand and agree that this Statement of Intent to Comply shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative

Signature

Date

