

AGREEMENT AND SPECIFICATIONS

DELTA PLANNED WATER LINE REPLACEMENT

BID NUMBER 39-22

VOLUME 1 OF 2

CONTRACT DOCUMENTS

March 17, 2022



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HECTOR MARTINEZ, P.E. 03/10/2022
BROCK & BUSTILLOS INC.

**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

PSB BID NO. 39-22

INFORMAL NOTICE

Sealed proposals for construction of Delta Planned Water Line Replacement will be received by the City of El Paso Water Utilities - Public Service Board at the Board's principal office located at 1154 Hawkins Boulevard or by mail to 1154 Hawkins Boulevard, El Paso, Texas, 79925 until April 21, 2022, 2:00 p.m. local time. **After 2:00 p.m. bids will not be accepted.** Bid Opening will occur at 2:30 p.m. and bids will be publicly opened and read aloud via the "GoToMeeting" format noted in Section 00020.

The work under this contract shall be for furnishing all labor, materials, transportation, and services for the construction and installation of the following work:

Delta Planned Water Line Replacement:

The project will be comprised of unit price items to include the Installation of approximately 62 linear feet of 6-inch Polyvinyl Chloride (PVC) water main (Class 305); Installation of 4,409 linear feet of 8-inch Polyvinyl Chloride (PVC) water main (Class 305); Installation of 2,039 linear feet of 12-inch Polyvinyl Chloride (PVC) water main (Class 305); 296 linear feet of 8-inch Ductile Iron (D.I.) water main (Class 350); 192 linear feet of 12-inch Ductile Iron (D.I.) water main (Class 350); 260 linear feet of 30-inch RCP Class 4; 80 linear feet of 24-inch RCP class 4; removal and salvage of 2 existing fire hydrant assemblies; install 2 new fire hydrant assemblies; 32 water service reconnections; steel casing; curb, sidewalk, driveways and pavement replacement, replacement of sanitary sewer with steel and casing where required, and all miscellaneous piping, valve, fittings, and appurtenances and other site work necessary for the proper installation of this project as shown in the plans and technical specifications.

Contract documents may be examined and obtained by accessing the following El Paso Water website:
www.epwater.org/business_center/purchasing_overview/bids

If you have trouble accessing the Contract Documents, please contact the Purchasing Department of the El Paso Water Utilities, Public Service Board, at (915) 594-5628. Physical (hard) copies of the Contract Documents will **NO** longer be made available.

A pre-bid meeting will be held on April 5, 2022, at 2:30 p.m., local time (*see instructions at the end of Section 00020*).

Each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of five percent of the amount bid.

The Successful Bidder states he or she must furnish a 100 percent (100%) Performance Bond and a 100 percent (100%) Payment Bond, in accordance with the Instructions to Bidders and the General Conditions.

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system,

the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. The Bid proposal package shall include one original, three copies and an electronic version of the bid, containing a copy of the full bid package submitted, saved on a USB drive.

By submission of the bid, Bidder fully understands the requirements of the Contract Documents and agrees to comply with all requirements thereof.

Wages paid on this project shall be not less than the minimum prevailing wage rates listed in the Contract Documents, Section 00840, General Wage Requirements.

The El Paso Water Utilities (EPWU) adheres to the Cone of Silence policy which prohibits any communication regarding the bid between potential bidders (and subcontractors) and EPWU Board Members, Staff, and assigned Consulting Engineers. The provisions do not apply to oral communications with Purchasing Agent or Administrative Analyst, provided the communications is limited strictly to matters of process or procedure already contained in the solicitation document, oral communications at pre-bid conferences, or communications in writing (email preferred) submitted to the Administrative Analyst in response to inquiries regarding the bid. In addition to any other penalties provided by law, violation of the Cone of Silence by any bidder shall render that bidder's bid voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the EPWU General Counsel and/or the Purchasing Agent in writing.

**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

DELTA PLANNED WATER LINE REPLACEMENT

Bid Number 39-22

CITY OF EL PASO, TEXAS

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SECTION 00020

INVITATION TO BID

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Contract documents may be examined and obtained by accessing the following El Paso Water website:
www.epwater.org/business_center/purchasing_overview/bids

If you have trouble accessing the Contract Documents, please contact the Purchasing Department of the El Paso Water Utilities, Public Service Board, at (915) 594-5628. Physical (hard) copies of the Contract Documents will **NO** longer be made available.

A pre-bid meeting will be held on April 5, 2022, at 2:30 p.m., local time. *(see instructions at the end of this Section 00020).*

Each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of five percent of the amount bid.

The Successful Bidder must furnish a 100 percent (100%) Performance Bond and a 100 percent (100%) Payment Bond, in accordance with the Instructions to Bidders and the General Conditions.

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. The Bid proposal package shall include one original, three copies and an electronic version of the bid, containing a copy of the full bid package submitted, saved on a USB drive.

By submission of the bid, Bidder states he or she fully understands the requirements of the Contract Documents and agrees to comply with all requirements thereof.

Wages paid on this project shall be not less than the minimum prevailing wage rates listed in the Contract

Documents.

The El Paso Water Utilities (EPWU) adheres to the Cone of Silence policy which prohibits any communication regarding the bid between potential bidders (and subcontractors) and EPWU Board Members, Staff, and assigned Consulting Engineers. The provisions do not apply to oral communications with Purchasing Agent or Administrative Analyst, provided the communications is limited strictly to matters of process or procedure already contained in the solicitation document, oral communications at pre-bid conferences, or communications in writing (email preferred) submitted to the Administrative Analyst in response to inquiries regarding the bid. In addition to any other penalties provided by law, violation of the Cone of Silence by any bidder shall render that bidder's bid voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the EPWU General Counsel and/or the Purchasing Agent in writing.

PRE-BID MEETING INSTRUCTIONS

The Pre-Bid meeting will be held via Microsoft Teams. Please join the meeting from your computer, tablet, or smartphone using the link below (the link will be made available on the El Paso Water website):

[Click here to join the meeting](#)

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzFhNTA2Y2ItOTRIYS00MGRILWIyYTEtZWZINzM3NWM2ZjU3%40tHread.v2/0?context=%7b%22Tid%22%3a%223eebb7d9-9c59-4af3-aca0-00b46518374d%22%2c%22Oid%22%3a%225d847644-9fb6-4d25-a2db-e078da604c89%22%7d

Or call in (audio only)

[+1 915-255-2297](tel:+19152552297)

Phone Conference ID: 915 577 682#

BID OPENING INSTRUCTIONS

Bid Openings are now to be broadcast through “GoToMeeting” format.

To View Bid Opening Click the Link Below:

<https://meet.goto.com/980462557>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(571\) 317-3129](tel:+15713173129)

Access Code: 980-462-557

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS (Revised 3/18/96, 9/9/96, 4/21/97, 7/13, 10/16/20)

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 ed.) have the meanings assigned to them in the General Conditions. The term "Bidder" means the entity (such as a corporation, partnership, or sole proprietor) that submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, the Bid Bond or other Bid Security, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). Other terms are defined in this Section 00100.

Other terms used in the Bidding Documents and not defined elsewhere have the following meanings which are applicable to both the singular and plural thereof:

Texas Resident Bidder - A bidder whose principal place of business is in this state and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Nonresident Bidder - A bidder whose principal place of business is not in this state, but excludes a Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

EPWID #1 - El Paso County Water Improvement District #1 which authorizes dewatering into its facilities under certain terms and conditions and with whom the Owner has negotiated specific basic fees and procedures.

NADB – North American Development Bank

2. COPIES OF BIDDING DOCUMENTS (Revised 10/16/20)

2.1 Complete sets of the Bidding Documents stated in the Advertisement or Invitation to Bid may be obtained by accessing the following El Paso Water Utilities – Public Service Board (EPWU-PSB) website:

https://www.epwater.org/business_center/purchasing_overview/bids/construction

If you have trouble accessing the Contract Documents, please contact the Purchasing Department of the EPWU-PSB at (915) 594-5628. Physical (hard) copies of the Contract Documents will no longer be made available.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither the Owner nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. DETERMINING LOWEST RESPONSIBLE, RESPONSIVE BIDDER (Revised 9/2/92, 2/25/94, 1/10/95, 5/22/95, 3/18/96, 9/9/96, 4/17/97, 6/17/97, 9/26/97, 12/10/97, 6/3/99, 7/10/99, 12/17/99, 3/13/00, 8/19/04, 1/18/10, 1/12/11, 7/18/11, 11/2/16, 1/11/17, 9/27/17, 11/9/17, 7/23/18, 1/17/19,

To demonstrate that the Bidder is responsible and able to perform the Work, each Bidder must be prepared to submit written evidence, such as financial data, previous experience, present commitments, and other data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to Award of the Contract.

In determining the lowest responsible, responsive Bidder, in addition to price, the following elements will be considered:

- (a) the quality, availability, and adaptability of the supplies, materials, equipment, or contractual services, to the particular use required;
- (b) the number and scope of conditions attached to the bid;
- (c) the ability, capacity, and skill of the entity to perform the contract or to provide the service required;
- (d) whether the bidder can perform the contract and provide the service promptly, or within the time required, without delay or interference;
- (e) the character, responsibility, integrity, reputation, and experience of the bidder;
- (f) the quality of performance of previous services, or contracts;
- (g) the previous and existing compliance by the bidder with laws relating to the contract or service;
- (h) any previous or existing noncompliance by the bidder with specifications, or requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information;
- (i) the sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the service;
- (j) the ability of the bidder to provide maintenance, repair parts, and service for the use of the subject of the contract during the required one-year warranty period.
- (k) the ability of the bidder to provide competent personnel for the job, as demonstrated by a listing of the names and the skills of experienced personnel who are currently employed by the bidder and who will be available for performing this work;
- (l) the experience of the bidder in performing work similar in type, size and complexity to this project, as demonstrated by a listing of projects, with verifiable references (names, addresses, phone numbers, etc.), successfully completed.

MINIMUM GENERAL REQUIREMENTS - ALL CONSTRUCTION PROJECTS

QUALIFYING PROJECTS

Bidders on Qualifying Projects must provide a Safety Record consisting of: (1) copies of the bidder's OSHA Forms 300, 300A, and 301 for the last three calendar years (January – December); (2) the Establishment Search Results from the Occupational Safety and Health Administration's website (<https://www.osha.gov/pls/imis/establishment.html>); and (3) a completed and signed Contractor Pre-Qualification Form (Section 00301). A Qualifying Project is a project with a value greater than \$100,000 or one that the Chief Technical Officer and Vice President of Operations and Technical Services determine poses a significant hazard.

EPWU will deem a bidder not responsible if the bidder (1) fails to provide a complete Safety Record; (2) received within the last three calendar years (January – December) six or more serious violations, one or more willful violations, or a single repeat of a serious violation; or (3) has experienced a workplace fatality in the last three calendar years (January – December), unless the bidder can demonstrate that the factors that caused the fatality were outside the bidder's control. A bidder, however, may fail the above criteria but still be deemed responsible if (1) no other appropriate bidder can be found; (2) the bidder is approved by the Chief Technical Officer and the Vice President of Operations and Technical Services; and (3) the bidder agrees to implement the special safety procedures (which might include a requirement to

work only with trained EPWU personnel present) that the Vice President of Operations and Technical Services establishes for the project.

PROJECTS WITH VALUE LESS THAN \$1,000,000:

The Bidder, or at least two *Key Personnel employed by the Bidder, must demonstrate **Successful Completion of a project similar in nature and scope to this project within the past five years and a similar project with a value of at least one-third the value bid for this project.

PROJECTS WITH VALUE BETWEEN \$1,000,000 AND \$3,000,000:

The Bidder, or at least three *Key Personnel employed by the Bidder, must demonstrate **Successful Completion of one project similar in nature and scope to this project within the past five years and one similar project with a value of at least 50% of the value bid for this project.

PROJECTS WITH VALUE BETWEEN \$3,000,000 AND \$6,000,000:

The Bidder must demonstrate a minimum of four years of experience in projects similar in nature and scope to this project. At least four *Key Personnel employed by the Bidder must have a minimum of five years of experience in similar construction projects. The Bidder must demonstrate **Successful Completion during the last five years of at least one project comparable in nature and scope to this project and one similar project with a dollar value of at least 60% of the value bid for this project. The Bidder must have an employee, to be dedicated to this project, who is experienced in scheduling, with demonstrated ability in employing scheduling techniques similar to those to be used for this project.

PROJECTS WITH VALUE BETWEEN \$6,000,000 AND \$15,000,000:

The Bidder must have a minimum of five years of experience in projects similar in nature and scope to this project. At least four of the Bidder's *Key Personnel must have a minimum of five years of experience in similar construction projects. The Bidder must demonstrate **Successful Completion of at least two projects similar in nature and scope to this project and one similar project with a dollar value of at least 75% of the value bid for this project, both within the past five years. The Bidder must demonstrate that it has an experienced employee who will serve as the scheduler; who is dedicated to this project; who has successfully employed scheduling techniques appropriate for this project. At least two *Key Personnel for this project must have completed at least two projects, similar in scope and nature to the project being bid, as an employee of the Company bidding this project.

* KEY PERSONNEL: Defined as individuals who will be directly assigned to this project which includes, but is not limited to, the Bidder's Project Manager, the Project Superintendent, the Scheduler, the Bidder's Construction Engineer, and Supervisory personnel such as the Foremen who will be directly assigned to this project as well as similar Subcontractor Key Persons. Resumes of Key Personnel must be submitted and accepted by the Owner in order for Bidder to receive the Award.

** SUCCESSFUL COMPLETION: Defined as completion of a project on time, which generally means no more than thirty days later than the original contract time allocated. It also means within budget, which generally means within 5% of the original contract price. If there is any project submitted by the Bidder as qualifying, but which does not meet these requirements, in order to be fully responsive, the Bidder is required to submit detailed information on that project demonstrating what caused the increases to cost or time. The name and telephone numbers of the Design Engineer and the Client are to be provided for evaluation as to whether the project may be considered "successful". For any project where liquidated damages were assessed, the Bidder will not be considered to have been on time.

BIDDER MUST MEET THE FOLLOWING MINIMUM PROJECT SPECIFIC CRITERIA IN ORDER TO QUALIFY FOR AWARD OF THE BID:

1. Key Personnel required to be assigned full-time to this project include: **Project Manager, Scheduler, Project Superintendent, and two Foremen.** Key Personnel are to provide evidence of their ability to maintain good public relations with customers and respond quickly to customers' complaints.
2. **The project involves replacement of municipal water distribution lines within existing residential subdivision and business districts where continued operation is critical while removing or repairing other elements of the water system; and maintenance of existing streets and complete accessibility to the local residents and pedestrians is required.** The Project Manager, the Superintendent and the Foreman assigned to the project must demonstrate successful completion of at least two projects similar in nature and scope described, herewith, within the past five years.
3. **The project requires a plan of action be prepared for wet-taps; shut-down of existing systems; cuts on valves, tees, and bends; and replacement of numerous water service connections to maintain continuous water service.** The Project Manager, the Superintendent and the Foreman assigned to the project must demonstrate successful completion of at least two successfully completed projects similar in nature and scope where this requirement was met within the past five years.
4. **The project involves construction with the City of El Paso's paved streets.** At least two (2) "Key Personnel" employed by the Bidder and assigned to the project for its duration, must each demonstrate successful completion of at least two projects of pipe installed within paved roadways located within the City of El Paso's paved streets, with at least 2,500 square yards of HMAC pavement replacement, within the past five years.
5. The project requires the **Project Manager, the Superintendent, and the Foreman** to demonstrate successful completion of two successfully completed similar water utility projects which employed traffic control plans, in a traffic/pedestrian congested area, and access to street-front businesses provided at all times.

EPWU CIP FUNDED PROJECTS
GOOD FAITH EFFORTS
TO OBTAIN MINORITY PARTICIPATION IN THIS PROJECT

The Utility's policy for its projects is to encourage the participation of Small Locally-Owned Businesses (SLBE), Minority Business Enterprises (MBE), and Women-Owned Business Enterprises (WBE). The utility's minimum goals for this project are:

25% FOR SMALL LOCALLY-OWNED BUSINESSES
10% FOR MINORITY-OWNED BUSINESSES
7% FOR WOMEN-OWNED BUSINESSES

The bidder must meet each of these three goals or demonstrate at the time of making the bid that he or she has made a good faith effort to meet each of the three goals in order to qualify for award of this project. The definition of a "Good Faith Effort" is described below. If the bidder fails to meet the goals, *and also fails to provide evidence that a good faith effort has been made to meet each goal*, the Owner reserves the right to request additional information from the bidder as support to Good Faith Effort documentation. The bidder may meet the requirement in one of three ways:

1. If goals in each category are fully achieved, bidder to provide all details of the actual participation in the Bid Proposal Form, Section 00300, where space has been provided for bidder's use.
2. If goals are partially achieved in each of the categories, bidder to provide the details of the actual participation in the Bid Proposal Form, and to provide evidence of the Good Faith Effort to meet each goal, as part of the bid proposal, at the time the bid is submitted.
3. If goals are not achieved, bidder to provide evidence of a demonstrated Good Faith Effort, as defined below, as part of the bid proposal, at the time the bid is submitted.

Although a single prime contractor, a subcontractor, or a supplier may be a Small Locally-Owned Business and also a Minority Business or a Woman-Owned Business, each firm will be counted in only one category (SLBE, MBE, or WBE) for purposes of meeting these goals.

DEFINITIONS (Revised 7/28/14, 10/16/20, 3/4/22)

GOOD FAITH EFFORT: Documentation that minority firms were given a genuine opportunity to participate. Evidence of a Good Faith Effort must include copies of a reasonable number of letters sent to bona fide firms in each of the categories described showing the full details of the work solicited to be performed by the minority firm; copies of certified mail/return receipts, facsimile or e-mail confirmations of receipt, copies of responses to the letters, and copies of correspondence with the Chamber of Commerce, Small Business Administration, Minority Business Development Agency, MBE and WBE associations, and/or newspaper or trade magazine notices. Facsimile and e-mail confirmations of receipt must show sufficient information to identify the company name to which the solicitation was sent. Sample solicitation letters are included in Section 00310. The Owner's Purchasing Department has a listing of qualified firms in each of these categories, which are available on the Owner's website, https://www.epwater.org/business_center/purchasing_overview/become_a_hub_vendor. Additional sources for locating Small Locally-Owned Business Enterprises, Minority-Owned Business Enterprises, and Women-Owned Business Enterprises: Texas Comptroller of Public Accounts

<http://www.window.state.tx.us/procurement/prog/hub/hub-reporting/>, El Paso Hispanic Chamber of Commerce Minority Business Enterprise Center, <https://ephcc.org/blog/other-resources/procurement-opportunities/>.

SMALL LOCALLY-OWNED BUSINESS ENTERPRISE (SLBE): A business corporation, partnership, joint venture, sole proprietorship, or other legal entity formed for the purpose of making a profit, has been located within the County of El Paso for at least twelve months and is 51% or more owned by residents of El Paso County; furthermore, that business must employ fewer than 100 employees or have annual gross sales of less than \$7,000,000 and is not a subsidiary of a business which would not meet these guidelines.

MINORITY-OWNED BUSINESS ENTERPRISE (MBE): A business that is at least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are either African American, Hispanic American, Asian American, Native American, or Service Disabled Veteran.

WOMEN-OWNED BUSINESS ENTERPRISE (WBE): A business that is at least 51% owned and controlled by one or more citizens or lawful permanent resident of the United States who are non-minority females.

The form entitled "Minority Certification and Participation Summary", which is located at the end of Section 00300, Bid Form, should be completed and submitted by the Successful Bidder within ten days of Notice of Award.

It is mandatory that bidder submit with his or her bid a fully executed bid proposal (including the tabulation of proposed subcontractors and suppliers), an original bid bond, the certificate of insurance availability, and minority participation categories reflecting bidder has met minority participation goals OR evidence of bidder's good faith effort to do so. Failure to submit these items with the bid will result in a finding that the bid is non-responsive and the bid will be disqualified.

Evidence of bidder's good faith effort *or* evidence of *full* participation in each category is also required at the time of bid. Owner reserves the right to request additional information from the bidder as support to good faith effort documentation.

Bidders shall furnish a financial statement or other evidence of the Bidder's financial sufficiency to perform the contract, a sworn statement of his or her experience record, and a listing of the equipment available to him or any other statement or documentation required by the Owner or Owner's consultant as to his or her capability to complete the Work. The Post-Bid/Pre-Award Checklist and the Qualifications Statement may require submittal of additional documentation. PLEASE REVIEW THE CHECKLISTS PROVIDED AT THE END OF THIS SECTION 00100.

To assist the Owner in evaluating the Bidder's responsibility, the lowest responsive Bidder is required to complete and submit the "Qualification and Financial Disclosure Statement" found at the end of Section 00100 within five calendar days of the consulting Engineer's request. The Engineer will submit this document and any additional information received as requested by the consulting Engineer, to the Owner as an attachment to his or her Recommendation of Award.

The Checklists found at the back of this Section are provided to assist the Bidder in fulfilling these requirements.

The Purchasing Department will evaluate the responsiveness of the Bidder's submittal. Purchasing Agent will forward the bids and results of the Purchasing Department's evaluation to the consulting Engineer for further evaluation of responsiveness, qualifications of the Bidder and other related conditions of this Bid. Engineer will forward the results of the evaluation to the Owner in writing. Owner will review Engineer's evaluation and present its recommendation to the Public Service Board for award.

Bidder is required to submit information regarding his or her status as a "RESIDENT" or "NONRESIDENT" as shown on the spaces provided in the proposal form.

A "Nonresident Bidder" will not be awarded the Contract if the state of his or her principal place of business assesses a penalty against out-of-state bidders unless his or her bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas 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.

The terms "Texas Resident Bidder" and "Nonresident Bidder" shall the meanings set forth for those terms in Chapter 2252 of the Texas Government Code.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE (Revised 3/18/96, 4/21/97, 1/18/10, 1/12/11, 4/13, 10/16/20)

4.1 It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, and to determine the character of equipment and facilities needed preliminary to and during the prosecution of the Work, (c) consider federal, state and local laws and regulations that may affect cost progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents.

When information as to soil conditions, test borings, and existing underground and overhead utility locations is shown on the Plans, Specifications, Drawings, or in preliminary reports prepared by the Engineer or under the Engineer's direction, such information was obtained for the Owner. The correctness of such information is not guaranteed by the Owner or by the Engineer and in no event shall be considered as a part of the contract, an inducement to bidding, or a factor for computation of bids. If such information is used by the Bidder in preparing a proposal, the Bidder must assume all risks that conditions encountered in performing the Work may be different from the approximation shown. Owner hereby grants reasonable access to Bidder and/or his employees or contractors to examine the work site over which Owner has ownership or control.

4.2 Reference is made to the Supplementary General Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents. Technical data has been identified and established in the Supplementary General Conditions.

4.2.3 See SC 18.13. Those certain dewatering issues, procedures, payment terms, submittal requirements, and close out terms which are the responsibility of the Bidder and which may impact Bidder's pricing of this Bid.

4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on

subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 5.03 and 5.04 of the General Conditions, and as may be amended in the Supplementary General Conditions.

- 4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.6 Each Bidder will be required to get permission from property owners to obtain access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition and to the satisfaction of the Engineer, upon completion of such explorations. Owner hereby grants reasonable access to Bidder and/or his employees or contractors to examine the work site over which Owner has ownership or control.
- 4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey to Bidder the understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA *(Revised 10/16/20, 3/4/22)*

- 5.1 Pursuant to the Cone of Silence policy, all questions about the meaning or intent of the Contract Documents are to be directed to the Purchasing/Contracts Department (*see Purchasing Contacts on EPWU website: https://www.epwater.org/business_center/purchasing_overview/bids/construction*). Interpretations or clarifications considered necessary by EPWU staff, Engineer, or Consultant in response to such questions will be issued by Addenda and will be posted on the EPWU website. Bidder will be responsible to check the website regularly for any addenda or additional information for the project. Questions received less than ten (10) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications, either by EPWU staff, Engineer, or Consultant will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer, with Owner's approval.

6. BID SECURITY *(Revised 10/12/92, 2/25/93, 1/10/95, 5/22/95, 1/18/10, 7/13, 1/17/19, 10/16/20, 3/4/22)*

- 6.1 Each Bid must be accompanied by an original and notarized Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or cashier's check or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the

General Conditions and Paragraph 6.01 of the Supplementary General Conditions.

- 6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security and insurance, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security, insurance, and other required contract documents within ten days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the ninety-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

The Bidder agrees by signing this Bid that he fully understands the requirements of the bid documents.

An incentive payment is available in the amount of \$100 per day, up to a maximum of \$300, for the Bidder's successful efforts in expediting delivery of fully compliant documents in a time period shorter than the 10-day maximum called out in the Notice of Award.

Should the Bidder fail to return the Agreements, acceptable Bonds, Insurance Certificates and insurance policies within ten days of receipt of the documents, the Utility may charge excess costs generated by such delay at the rate of \$100 for each day of delay. In the event more than two reviews of insurance submittals are required by the Utility's Risk Manager, the Successful Bidder will additionally reimburse the Utility for those costs at the rate of \$150 per hour which will apply to each fifteen-minute fraction thereof charged by the Risk Manager. These reimbursed costs will be deducted from the Bidders first Application for Payment or, in the event a Bid Bond is forfeited, such expenses may be reimbursed from the proceeds of the Bid Bond as part of the excess costs or re-procurement.

7. CONTRACT TIME

The number of Calendar Days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement. Completion within this time is of the essence in the performance of this contract.

8. LIQUIDATED DAMAGES (Revised 3/18/96, 10/16/20)

Provisions for liquidated damages, if any, are set forth in the Agreement and in the Supplementary General Conditions SC-11.11.

9. SUBSTITUTE OR "OR EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor is acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the date of the Notice to Proceed. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 7.05 and 7.06 of the General Conditions and may be supplemented in the General Requirements.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS *(Revised 10/12/92, 9/9/96, 12/10/97, 12/17/99, 7/13, 10/16/20)*

- 10.1 The Bidder is required to identify all Subcontractors and Suppliers; to provide the value of each proposed subcontract or purchase order; and to report their own and their subcontractor's business classification (Small Locally-Owned Business Enterprise, Minority Business Enterprise, Woman-Owned Business Enterprise, or Other). The Bidder shall submit with his or her Bid a list of all proposed Subcontractors and Suppliers. Space for this submittal is provided within the Bid Proposal, Section 00300. Use additional sheets as necessary. The Bidder is required to submit the MWBE Certification and Participation Summary Form with his or her Bid. If requested by Engineer or by Owner, Bidder shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, person, or organization. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either Owner or Engineer may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute, in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the Contract Award.
- 10.2 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.
- 10.3 The Bidder shall submit a Final Report of total payments made to each subcontractor and supplier, as part of the required close out documents.

This submittal shall be made as a condition precedent to Final Payment.

11. BID FORM *(Revised 10/16/20)*

- 11.1 The Bid Form is included with the Bidding Documents.
- 11.2 All blanks on the Bid Form must be completed in ink. Bids which do not have all blanks filled in or completed may be rejected at the Owner's option by Owner or Purchasing Agent.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal if any must be affixed and officer's signature must be attested by the secretary or an assistant secretary. The corporate address, state of incorporation, and state of principal place of business must be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title and authority to sign must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be printed below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7 The address and telephone number for communications with Bidder regarding the Bid must be shown.

12. SUBMISSION OF BIDS *(Revised 10/16/20, 3/4/22)*

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. The Bid proposal packet shall include one original, three copies and an electronic version of the bid, containing a full copy of the full bid package submitted, saved on a USB drive.

Any questions or clarifications pertaining to the bid documents, requirements, specifications, or terms and conditions of the bid or contract documents should be addressed via the Addendum process described above in Section 5. Any extraneous documentation, letters, explanations, limitations, commentary, conditions, or the like submitted with a Bid will ***NOT*** be considered or incorporated as the basis of any award. Bidder agrees to be held solely to the terms and conditions of these Bid documents; General and Supplementary Conditions (as may be amended from time to time); and any other documents identified by EPWU.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid; that the mistake is clerical; that the mistake is so serious that enforcement of the Bid would be unconscionable; and that the mistake has occurred despite the exercise of ordinary care; that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

Bids will be opened and (unless obviously nonresponsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE *(Revised 12/10/97, 1/18/10, 7/13, 10/16/20)*

All Bids will remain subject to acceptance for a minimum of 90 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date. In the case of State, Federal, or NADBank-funded projects, all Bids will remain subject to acceptance for 90 days or such reasonable time as the funding agency may require.

16. AWARD OF CONTRACT *(Revised 3/18/96, 12/10/97, 10/9/98, 1/18/10, 10/16/20)*

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and the right to disregard all immaterial, nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to the Bidder, whether because the Bid is not responsive, or the Bidder is not responsible because the Bidder is deemed to be unqualified or of doubtful financial ability or fails to meet any other pertinent criteria established by Owner under Paragraph 3 hereof. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Any bids submitted in which there is a material failure to

comply with the Bid requirements or specifications will be rejected and the contract will be awarded to the lowest responsible Bidder conforming to the specifications unless the Owner decides to reject all Bids.

- 16.2 In evaluating Bids, Owner will consider the responsiveness of the Bid, responsibility of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary General Conditions or other sections of this bid document. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award or as a substitute.
- 16.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose responsibility has been evaluated in accordance with these Instructions to Bidders.
- 16.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 90 days after the day of the Bid opening. In the case of State or Federally-funded projects, Owner will give the Successful Bidder a Notice of Award within 90 days after the day of the Bid opening, or such reasonable time as the funding agency may require.

17. CONTRACT SECURITY *(Revised 9/17/93; 3/18/96, 7/13, 10/16/20, 3/4/22)*

Paragraph 6.01 of the General Conditions and the Supplementary General Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance and Payment Bonds and the Certificate of Insurance and insurance policies. A Payment Bond must be provided for contracts more than \$50,000 in value. If the contract requires an expenditure of less than \$100,000, the Owner reserves the right to waive the requirement for a Performance Bond, provided that payment is not due to the Contractor until the Work is completed and accepted by the Owner. Any provision in any bond furnished in attempted compliance with House Bill No. 31 that expands or restricts the rights or liabilities provided under this Act shall be disregarded and the provisions of this Act shall be read into that Bond.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days after, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds and a copy of the Certificate of Insurance along with a copy or copies of the actual Insurance policy or policies. Owner shall deliver fully signed final contract to Contractor when all pre-construction contract requirements have been met.

19. PRE-BID CONFERENCE *(Revised 10/16/20)*

A pre-bid conference will be held at **2:30** p.m., local time, on the **5th** day of **April**, 2022 virtually using Microsoft Teams software. The link for the meeting will be posted on the EPWater website. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to

attend and participate in the conference. Owner will publish on the EPWater website such Addenda as Engineer considers necessary in response to questions arising at the conference.

20. SALES AND USE TAXES *(Revised 3/18/96, 4/13)*

Owner is exempt from Municipal and State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. Refer to Supplementary General Conditions SC-7.10.B for additional information.

QUALIFICATION AND FINANCIAL DISCLOSURE STATEMENT

BIDDER:

PROJECT NAME:

Delta Planned Water Line Replacement

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
 - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation: _____
 - 1.3.2 State of incorporation: _____
 - 1.3.3 President's name: _____
 - 1.3.4 Vice-president's name(s): _____

 - 1.3.5 Secretary's name: _____
 - 1.3.6 Treasurer's name: _____
- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1 Date of organization: _____
 - 1.4.2 Type of partnership

(if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is an individually owned sole proprietorship, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. Indicate name, license number and expiration date for Master Electrician or other trade required under the Instructions to Bidders section of this Bid.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE (Revised 3/18/96, 9/9/96, 12/10/97, 10/9/98, 7/13)

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State annual amount of construction work performed each year during the past five years:

- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. Submit resumes of Key Personnel (as defined in Section 00100, Instructions to Bidders). By execution of this bid, the Bidder certifies that its Resident Superintendent has the authority to act on behalf of the Contractor at all times. No substitution shall be made without the written approval of the Owner and the Engineer based upon acceptance of the qualifications of the proposed substitute.
- 3.7 On a separate sheet, provide evidence that the Bidder meets the minimum criteria called out in Section 00100, Instructions to Bidders. Provide similar evidence for Subcontractors, if required by Bid or by Engineer.
- 3.8 Provide the MWBE CERTIFICATION SUMMARY FORM found at the end of Section 00300.

4. REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

Name and telephone number of Bonding Company: _____

Name, telephone, and address of Agent: _____

5. FINANCING

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- a. Cash Flow Statement
- b. Notes to Financial Statement
- c. Auditor Statement
- d. Comparison Statements, if available

5.1.2 Name and address of firm preparing attached financial statement, and date thereof.

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsubsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6. SIGNATURE

6.1 To be executed by a Principal of the firm authorized to certify the foregoing information:
_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

6.2 Dated at _____ this _____ day of _____, 20____.

Name of Organization: _____

By: _____

(Printed Name)

Title: _____

BID PROPOSAL CHECKLIST (packet should be submitted unbound and unstapled)	
Section 00100/00300	1. <u>MANDATORY</u> : Signed Bid Form with all blanks filled in, including acknowledgement of any issued addenda and names of all Subcontractors and Suppliers.
Section 00100/00300	2. <u>MANDATORY</u> : Original and Notarized Bid Security or Bond
Section 00100/00300	3. <u>MANDATORY</u> : Certificate of Insurance Availability
Section 00100/00300	4. <u>MANDATORY</u> : Names and categories (SMLB, MBE OR WBE) of all Subcontractors and Suppliers with SMLB, MBE OR WBE certifications
Section 00100/00310	5. <u>MANDATORY</u> : Evidence of Good Faith Efforts if Minority Participation Goals are not met
Section 00100/00302	6. <u>MANDATORY</u> : Texas Ethics Commission requirement, "Certificate of Interested Parties", Form 1295 – Contractor must have registered/completed on-line application
Section 00100/00301	7. <u>MANDATORY</u> : Safety Record (Qualifying Projects only)
Section 00100/00303	8. <u>MANDATORY</u> : Statement of Residency
Section 00100/00304	9. <u>MANDATORY</u> : Statement of Non-Divestment from Israel
Section 00100/00300	10. <u>MANDATORY</u> : Electronic version of the bid, containing a copy of the full bid package submitted on a USB Drive.
Section 00100/00300	11. <u>MANDATORY</u> : Provide one original and three hard copies of the bid proposal submitted.
	12.

POST-BID/PRE-AWARD CHECKLIST	
Section 00100/00800 00810/00850	1. <u>MANDATORY</u> : Evidence of Worker's Compensation Insurance Coverage: a Certificate of Insurance or Form DWC-81, DWC-82, DWC-83, DWC-84, DWC-85 or if self-insured, a coverage agreement filed with the Texas Worker's Compensation Commission's Division of Self Insurance Regulation.
Section 00100/00800 /00810	2. <u>MANDATORY</u> : If employees provided by leasing company, evidence of Texas State License and copy of their Worker's Compensation policy. If no leased employees will be used, provide a letter on Contractor's letterhead stating so.
Section 00100	3. <u>MANDATORY</u> : Financial Statements
Section 00100	5. <u>MANDATORY</u> : Qualification Statement and Qualifications of Key Personnel (included in Section 00100)
Section 00100/00300	6. <u>MANDATORY</u> : Updated Minority Certification and Participation Summary

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - C. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions, and accepts the determination set forth in Paragraph SC-5.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings.
 - D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in "C." above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.03 of the General Conditions.
 - E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.
 - F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
 - I. All prices quotes by the bidder shall be entirely in United States Currency (U.S. Dollars).
4. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**TEXAS ETHICS COMMISSION
REQUIREMENT**

*****IN THE EVENT YOU RECEIVE AN AWARD OF THIS CONTRACT*****

Reference: FORM 1295 (revised 12/22/17) "Certificate of Interested Parties"

**A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission's online filing application, which can be found at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm**

SEE INSTRUCTIONS: Form 1295 and Sample Form 1295 at the end of Section 00300 – Bid Form

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>UOM</u>	<u>Brief Description of Item</u>	<u>Unit Bid Price</u>	<u>Extended Amount (Qty. x Unit Price)</u>
1.	1	L.S.	Insurance, Bonds, and Move-In Related Expenses, Not to Exceed 5% of Bid Item Nos. 2 through 34. If Item No. 1 exceeds 5%, bid may be deemed non-responsive).	\$ _____	\$ _____
2.	62	L.F.	Furnish and Install 6-in PVC Waterline Class 305, including valves, appurtenances, and fittings, complete in place.	\$ _____	\$ _____
3.	4,409	L.F.	Furnish and Install 8-in PVC Waterline Class 305, including valves, appurtenances, and fittings, complete in place.	\$ _____	\$ _____
4.	296	L.F.	Furnish and Install 8-in DI Waterline Class 350, including valves, appurtenances, and fittings, complete in place.	\$ _____	\$ _____
5.	2,039	L.F.	Furnish and Install 12-in PVC Waterline Class 305, including valves, appurtenances, and fittings, complete in place.	\$ _____	\$ _____
6.	192	L.F.	Furnish and Install 12-in DI Waterline Class 350, including valves, appurtenances, and fittings, complete in place.	\$ _____	\$ _____
7.	6,936	L.F.	Trench Safety System: Trench Box Method or Shoring, Sheeting, and Bracing Method	\$ _____	\$ _____
8.	2	EACH	Remove and Salvage Fire Hydrants and valve		
9.	2	EACH	Furnish and Install New Fire Hydrant assembly, CIP	\$ _____	\$ _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>UOM</u>	<u>Brief Description of Item</u>	<u>Unit Bid Price</u>	<u>Extended Amount (Qty. x Unit Price)</u>
10.	9	EACH	Furnish and Install Meter Box and Lid, CIP	\$ _____	\$ _____
11.	32	EACH	Furnish and Install 3/4-Inch Copper Service Connections	\$ _____	\$ _____
12.	1	EACH	Furnish and Install 1-Inch Copper Service Connections	\$ _____	\$ _____
13.	402	L.F.	Furnish and Install 3/4-Inch Copper Service Line	\$ _____	\$ _____
14.	10	L.F.	Furnish and Install 1-Inch Copper Service Line	\$ _____	\$ _____
15.	60	L.F.	Additional minimum cover from 4 to 8-ft (12-in and smaller diameter)	\$ _____	\$ _____
16.	4,625	S.Y.	4-sack soil cement backfill and subgrade (bridge)	\$ _____	\$ _____
17.	260	L.F.	Remove CMP and Replace with 30-inch RCP class 4	\$ _____	\$ _____
18.	80	L.F.	Remove CMP and Replace with 24-inch RCP class 4	\$ _____	\$ _____
19.	8	EACH	Concrete Headwall for RCP	\$ _____	\$ _____
20.	4,625	S.Y.	2-in HMAC pavement replacement (bridge)	\$ _____	\$ _____
21.	17,544	S.Y.	2-in mill and overlay existing HMAC (beyond bridge)	\$ _____	\$ _____
22.	20	L.F.	Remove and Replace Handrail	\$ _____	\$ _____
23.	929	S.F.	Remove and replace concrete sidewalk	\$ _____	\$ _____
24.	244	L.F.	Remove and replace curb and gutter	\$ _____	\$ _____
25.	270	S.F.	Remove and replace concrete driveway	\$ _____	\$ _____
26.	15	EACH	Concrete apron for Pavement Penetrations	\$ _____	\$ _____
27.	5,000	LBS	Additional fittings	\$ _____	\$ _____
28.	75	EACH	Potholing in street	\$ _____	\$ _____
29.	26	EACH	Replacement of 4 to 8-in sewer service	\$ _____	\$ _____
30.	1,000	C.Y.	Removal of rock material	\$ _____	\$ _____
31.	1	L.S.	Video taping	\$ _____	\$ _____
32.	1	L.S.	Storm Water Pollution Prevention Plan	\$ _____	\$ _____
33.	7	MO.	Traffic Control	\$ _____	\$ _____
34.	977	L.F.	¾-in Copper Service Line by boring method	\$ _____	\$ _____

TOTAL BID PRICE (ITEMS 1 THROUGH 34) \$ _____

Quantities are not guaranteed.

If multiple awards are contemplated under a single bid document, an additional breakdown of bid amounts, subcontractors, and suppliers is required. It will also be necessary to adjust the MWBE Certification and Participation Summary Form accordingly.

In accordance with Section 151.311 of the Texas Tax Code (V.A.T.C.S.), regarding taxes on materials and services, and requiring a separated contract, the following is the breakdown of cost for materials and cost for labor for this bid:

**MATERIALS TO BE INCORPORATED IN
PROJECT NOT SUBJECT TO SALES TAX:** \$ _____

**LABOR TO BE INCORPORATED IN
PROJECT NOT SUBJECT TO SALES TAX:** \$ _____

**RENTAL EQUIPMENT
AND OTHER TAXABLE ITEMS:** \$ _____

**OTHER (I.E. BONDS, INSURANCE,
CAPITAL EQUIPMENT, ETC.)** \$ _____

***TOTAL CONTRACT:** \$ _____

***(TOTAL MUST EQUAL TOTAL BID PRICE)**

5. BIDDER agrees that the Work will be Substantially completed within 210 Calendar Days from the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and as revised in Supplementary Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions, and as revised in the Supplementary Conditions, within 240 calendar days. Final completion includes CONTRACTOR'S resolution of all punch list items and CONTRACTOR'S submission of required close-out documentation. Any failure of the CONTRACTOR to complete the project within the contract time will be considered a material breach of this contract.

BIDDER accepts the provisions of the Supplementary Conditions and the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. BIDDER MUST ANSWER THE FOLLOWING QUESTIONS: (Refer to INSTRUCTIONS TO BIDDERS for definitions.)

- A. Is the bidder that is making and submitting this bid a "RESIDENT BIDDER" or a "NONRESIDENT BIDDER"?

Answer: _____

- B. 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 of percentage under the bid or a Resident Bidder of that state in order for the nonresident bidder of that state to be awarded a contract on his or her bid in such state?

Answer: _____

- C. If the answer to the question in Paragraph 6B above is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid of a Resident Bidder of that state in order to be awarded a contract on such bid in said state?

Answer: _____

7. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Security in the form of _____

- B. A tabulation of all Subcontractors who will provide labor at the site of the work or render services to the CONTRACTOR in or about the construction of the work and Suppliers and other persons and organizations is required to be identified in this Bid. Complete the following table, designating each as Small Locally-Owned Business Enterprise (SLBE), Minority Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), or Other (not either SLBE, WBE MBE is required. Only one category may be checked. Include the work item and value of work to be provided by the Prime Contractor, as well as its category.

Tabulation of Subcontractors and Suppliers

SUBCONTRACTOR/SUPPLIER	WORK ITEM	SUBCONTRACT OR PURCHASE ORDER VALUE (If value is unknown, please list <i>Pending</i>)	S L B E	M B E	W B E
Prime Contractor:					

C. Will the Contractor meet the Small Locally Owned Business Enterprise, Minority Business Enterprise and Women-Owned Business Enterprise goals as required by these contract documents and the funding agencies?

YES _____

NO _____

If "YES", include above each of the firms to be used, their business status as a SLBE, MBE, or WBE, the proposed dollar value and type of work to be performed.

If "NO", documentation supporting good faith effort is required.

8. Communications concerning this Bid shall be addressed to the following named individual, address, telephone number, facsimile number, and e-mail address:

Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20__.

If BIDDER is:

An Individual

By _____ (SEAL)
(Name of Bidder)

(Title) (Signature)

doing business as _____

Business Address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(Signature - general partner)

Business Address: _____

Phone No.: _____

A Corporation *(Revised 10/12/92, 1/7/93, 4/13)*

By _____
(Corporation Name)

(State of Incorporation and State of Principal Place of Business)

By _____
(Name of Person Authorized to Sign)

(Title) (Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No.: _____

Federal Tax Identification Number: _____

When proposing as a Corporation, Bidder swears and affirms by signing this Bid that the proposing Corporation is currently in existence, is currently authorized to do business in the State of Texas (or State of incorporation) and that no franchise tax reports or payments are delinquent as of the date of this Bid Proposal. The Bidder will provide a Certificate of Account Status with the signed Contract Documents. See the Agreement, Section 00500, for the sample form which is to be obtained by the successful Contractor from the Texas (or other state) Comptroller of Public Accounts and submitted as part of the final, executed Contract Documents.

CERTIFICATION OF INSURANCE AVAILABILITY

Date _____

I, _____ (Name of Insurance Agent), certify that I have reviewed the insurance requirements listed in Article 5 of the Supplementary Conditions of the specifications for the Delta Planned Water Line Replacement (Name of Project), Bid No. 39-22, and further certify that _____ (Name of Bidder) has or can obtain the insurance coverage required by this Project so that a certificate of insurance and a copy(s) for the actual insurance policies can be submitted to the Owner within ten (10) days of the Notice of Award.

Signed _____

Title _____

Insurance Agency _____

Address _____

Telephone _____

**MINORITY CERTIFICATION
AND
PARTICIPATION SUMMARY**
(EPWU CIP FUNDED PROJECTS)

BID NUMBER: _____

BID TITLE: _____

I certify that the Small Locally-Owned Businesses (SLBE), Minority (MBE) and Women's Business Enterprises (WBE) participating in this project are qualified in accordance with the Minority requirements included in the above listed Bid Documents and that we will ensure all consultants, contractors, suppliers, and subcontractors will comply with the Minority guidelines. Definitions of each category are found in the 00100, Instructions to Bidders Section. Attached are:

Solicitation Documents: _____

Proposed Subcontracts for the below listed firms: _____

SLBE, MBE, or WBE FIRM NAME	ADDRESS	PHONE	CONTRACT AMOUNT	SLBE	MBE	WBE

The attached documents outline the Good Faith Effort taken in complying with the Minority Guidelines.

CONTRACTOR

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

**MINORITY CERTIFICATION
AND
PARTICIPATION SUMMARY**
(TWDB FUNDED PROJECTS)

BID NUMBER: _____

BID TITLE: _____

I certify that the Minority (MBE) and Women's Business Enterprises (WBE), Small Business Enterprises (SBE), and Small Business in Rural Area (SBRA) participating in this project are qualified in accordance with the Minority requirements included in the above listed Bid Documents and that we will ensure all consultants, contractors, suppliers, and subcontractors will comply with the Minority guidelines. Definitions of each category are found in the 00100, Instructions to Bidders Section. Attached are:

Solicitation Documents: _____

Proposed Subcontracts for the below listed firms: _____

MBE, WBE, SBE or SBRA FIRM NAME	ADDRESS	PHONE	CONTRACT AMOUNT	MBE	WBE	SBE	SBRA

The attached documents outline the Good Faith effort taken in complying with the Minority Guidelines.

CONTRACTOR

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

CONTRACTOR PRE-QUALIFICATION FORM

EPWater requires any contractor who will work on EPWater Qualifying Projects, as well as subcontractors performing 20% of the work on a Qualifying Project, to demonstrate their ability to work safely. A Qualifying Project is a project with a value greater than \$100,000 or one that the Chief Technical Officer and Vice President of Operations and Technical Services determine poses a significant hazard. This procedure allows EPWater to identify contractors that can perform site activities without compromising the safety or health of EPWater personnel.

Any contractor wishing to perform work on any Qualifying Project must complete this form and return with the bid package.

The information contained on this form will be evaluated and considered as a part of the overall selection process. Contractors who do not complete and submit this form will be considered non-responsive for any work they propose.

As part of this process, Contractors must certify that its employees have, or will have, appropriate training on the following subjects:

- Basic health and safety issues,
- the Contractor's health and safety programs, and
- the methods and techniques the Contractor will use on the project,
- Procedures for Contractor entrance into and exit from the area of work, and
- Informing EPWater about any unique hazards presented by the Contractor's work or found as a result of the Contractor's work.

Although EPWater will not ask for training documentation on each employee, EPWater requires that this documentation be available within twenty-four hours of request.

CONTRACTOR PRE-QUALIFICATION FORM

1.0 Company Name: _____
Address of Principal Place of Business: _____
Street: _____
City, State, Zip: _____
Telephone Number: _____
E-Mail: _____

2.0 Other Company Names Used: _____

3.0 Name(s) and Relationships of Parent Company, Affiliates, Subsidiaries, Partners:
Company: _____
Address: _____
City, State, Zip: _____
Relationship: _____
Company: _____
Address: _____
City, State, Zip: _____
Relationship: _____

4.0 Has the ownership in your company changed within the last three years? If so, please indicate who the previous owner was in the space below.
YES _____ NO _____

5.0 Please attach certificates showing the extent of coverage, exclusions, and deductibles for the following:

- General Business Liability Insurance Coverage
- Contractors Pollution Liability Insurance Coverage
- Professional Liability Insurance (limits and exclusions)
- Workers' Compensation Insurance Coverage

5.1 How long have you been covered by your current provider of Worker Compensation Insurance?

CONTRACTOR PRE-QUALIFICATION FORM

6.0 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 300 Logs to the table below:

Injuries & Illnesses in Year:	20__		20__		20__	
Type of Injury Statistic	#	Rate	#	Rate	#	Rate
Lost Workday Cases						
Restricted Workday Cases						
Medical Treatment (not First Aid) Cases						
Total Illness Cases						
Total Recordable Cases						
Employee Hours Worked in Year:						

6.1 List any fatalities your company has had in the last three calendar years (January-December). Include location, cause, and corrective action.

7.0 Do you require that documented safety meetings be held for:

- a. Field Supervisor? Yes ___ No ___ Frequency _____
- b. Employees? Yes ___ No ___ Frequency _____
- c. New Hires? Yes ___ No ___ Frequency _____
- d. Subcontractors? Yes ___ No ___ Frequency _____

8.0 Will a corporate representative audit safety practices on this job?

YES ___ NO ___

8.1 Name _____ Title _____

8.2 How frequently will the representative visit the project? _____

8.3 Does the representative have the authority to take corrective action? Yes ___ No ___

8.4 To whom does the representative report?

Name _____ Title _____

CONTRACTOR PRE-QUALIFICATION FORM

9.0 Does the company have a health and safety plan? If yes, please give details.

10.0 Describe the type and extent of training Contractor employees will have.

10.1 What percentage of those employees will have this training? _____

11.0 Please give the name of the company's health and safety officer, if any.

12.0 Attach a list of any State or Federal Health and Safety citations received in the past three years.

13.0 Signature of Company Officer: _____

Title: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

STATEMENT OF RESIDENCY

The following information is required by El Paso Water Utilities – Public Service Board (“EPWU”) in order to comply with the provisions of Texas Government Code §§ 2252.001 *et. seq.* Failure to provide the required information may constitute a basis for rejection of your bid. Bidders’ cooperation in this regard will avoid costly time delays in the award of bids by EPWU. Failure to provide all required information may result in the apparent low bidder being considered non-responsive and non-responsible, and the second low bidder being considered for award.

Definitions

Resident Bidder: a person whose principal place of business is in the State of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

Nonresident Bidder: a person who is not a resident.

Principal Place of Business in Texas: a permanent business office located in Texas from which a bid is submitted and from which business activities are primarily conducted for the organization other than submitting bids to governmental agencies, where at least one employee works for the business entity.

Bidder’s Complete Company Name: _____

State the address of your principal place of business in the space provided below:

State the nature of the business conducted at your principal place of business in the space provided below:

State the number of employees you have at your principal place of business: _____

I swear and attest that the information provided above is true and correct as of the date _____ (“Bidder”) submitted its bid on Bid No. _____. I further attest that I am an authorized representative of Bidder or have been duly authorized to represent Bidder in this matter. I understand that the information provided is being relied on by EPWU in order for it to comply with state purchasing laws and will materially affect its decisions in this regard. Should the information provided be false or materially misleading, any contract entered into between EPWU and Bidder will be void and EPWU may pursue any legal claims it may have against Bidder.

[SIGNATURE ON NEXT PAGE]

By: _____

Name: _____

Title: _____

Company: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, as _____ of _____, a _____.

Notary Public, State of _____

My Commission Expires:

The logo for ACME CONSTRUCTION features the company name in white, uppercase letters inside a blue oval. A yellow swoosh underline is positioned above the oval.

ACME CONSTRUCTION

**10518 Burr Oak Drive
San Antonio, Texas 78609**

512-557-7089
Fax 512-557-2097

January 5, 2008

CERTIFIED MAIL / RETURN RECEIPT REQUESTED

Amazing Results Landscape and Supply Company
111 Red Rock Terrace
Lignite, Texas 72533

Gentlemen:

We are actively seeking MWBE Contractors and suppliers for work to be done under Project Number 123456, Sewer System Improvements, City of Anywhere, Texas. The work will consist of utility worm, concrete, paving, fencing, landscaping, masonry, excavation and trucking, barricades, back-hoe work and supplies and materials.

Plans and specifications may be viewed or obtained at the project engineer's general offices, Bing, Campbell and Associates, 19510 Jackson Blvd., Muleshoe, Texas 76698.

All bids must be submitted to the above mentioned address by Noon, Friday, February 16, 2008.

Sincerely,

John Q. Doe, Project Director
Acme Construction



Amazing Results
Landscaping

January 12, 2008

Mr. John Q. Doe, Project Director
Acme Construction
10518 Burr Oak Drive
San Antonio, Texas 78609

RE: PROJECT NO. 123456, ANYWHERE TEXAS SEWER SYSTEM IMPROVEMENTS PROJECT

Dear Mr. Doe:

We wish to submit the following bid for the above mentioned project:

St. Augustine sod – 900 square yards at \$1.75 per square yard \$1,575.00
(Includes installation, rolling, fertilizing, and days of watering)

Hydro-Mulch – 15 acres at \$1,175 per acre \$17,625.00
(5-acre minimum pre trip; No water; No maintenance; areas that do not
germinate will be reseeded) Proper watering is the responsibility of
customer.

Hay Bales – We will furnish and install at a rate of \$15.00 per bale

We look forward to hearing from you concerning our bid. Thank you.

Sincerely,

Theodore T. "Red" Robbins
Manager

*** A Certified MBE FIRM ***

1111 Red Rock Terrace
Lignite, Texas 72533
(512) 489-5678 (800) 549-0000
(512) 489-5679 fax
www.amazingresults.com

The logo for ACME CONSTRUCTION features the company name in white, uppercase letters inside a blue oval. A yellow swoosh underline is positioned above the oval, extending from the left side of the page towards the right.

ACME CONSTRUCTION

**10518 Burr Oak Drive
San Antonio, Texas 78609**

512-557-7089
Fax 512-557-2097

January 5, 2008

CERTIFIED MAIL / RETURN RECEIPT REQUESTED

Rider Excavation Services
7856 Dry Gulch
Little Indian Mound, Texas 74561

Gentlemen:

We are actively seeking MWBE Contractors and suppliers for work to be done under Project Number 123456, Sewer System Improvements, City of Anywhere, Texas. The work will consist of utility worm, concrete, paving, fencing, landscaping, masonry, excavation and trucking, barricades, back-hoe work and supplies and materials.

Plans and specifications may be viewed or obtained at the project engineer's general offices, Bing, Campbell and Associates, 19510 Jackson Blvd., Muleshoe, Texas 76698.

All bids must be submitted to the above mentioned address by Noon, Friday, February 16, 2008.

Sincerely,

John Q. Doe, Project Director
Acme Construction



Rider Excavation Services

January 8, 2008

Mr. John Q. Doe, Project director
Acme Construction
10518 Burr Oak Drive
San Antonio, Texas 78609

RE: PROJECT NO. 123456
ANYWHERE TEXAS SEWER SYSTEM IMPROVEMENTS PROJECT

Dear Mr. Doe:

Thank you for your letter of January 5, 2008 requesting bids for the Anywhere, Texas Sewer System Improvements Project. We will not be submitting a bid because we are scheduled to begin work on another project that is projected to start on approximately the same date as ours.

We appreciate the opportunity to participate in your project. Please contact us again for any future projects.

Sincerely,

Easy Rider President
Rider Excavation Services

The logo for ACME CONSTRUCTION features the company name in white, uppercase letters inside a blue oval. A yellow swoosh underline is positioned above the oval.

ACME CONSTRUCTION

**10518 Burr Oak Drive
San Antonio, Texas 78609**

512-557-7089
Fax 512-557-2097

January 5, 2008

CERTIFIED MAIL / RETURN RECEIPT REQUESTED

Shadow Paving
P. O. Box 903
Pharr, Texas 72579

Gentlemen:

We are actively seeking MWBE Contractors and suppliers for work to be done under Project Number 123456, Sewer System Improvements, City of Anywhere, Texas. The work will consist of utility worm, concrete, paving, fencing, landscaping, masonry, excavation and trucking, barricades, back-hoe work and supplies and materials.

Plans and specifications may be viewed or obtained at the project engineer's general offices, Bing, Campbell and Associates, 19510 Jackson Blvd., Muleshoe, Texas 76698.

All bids must be submitted to the above mentioned address by Noon, Friday, February 16, 2008.

Sincerely,

John Q. Doe, Project Director
Acme Construction

SHADOW PAVING



January 8, 2008

Acme Construction
John Q. Doe, Project Director
10518 Burr Oak Dr.
San Antonio, TX 78609

Dear Mr.Doe:

Thank you for your letter of January 5, 2008 requesting a bid for the paving portion of the Anywhere, Texas Sewer System Improvements Project. Because of the distance of the project from our offices, we will not be interested in submitting a bid.

We appreciate your interest in our services. Please keep us in mind for future projects that may require expertise and services.

Sincerely,

Elmer A. Paver
Office Manager, Shadow Paving

The logo for ACME CONSTRUCTION features the company name in white, uppercase letters inside a blue oval. A yellow swoosh is positioned above the oval, extending from the left side towards the top right.

**10518 Burr Oak Drive
San Antonio, Texas 78609**

512-557-7089
Fax 512-557-2097

January 5, 2008

CERTIFIED MAIL / RETURN RECEIPT REQUESTED

Construction Trades Newsletter
100 Someplace Dr.
P. O. Box 500
Anywhere, Texas 08654

Attn: Ms. Glory Everett, Editor

Dear Ms. Everett:

Please publish the following in the "Public Notices" section of your weekly newsletter on the following dates: 1/11/08; 1/18/08; 1/25/08; and 2/1/08.

"Acme Construction is soliciting subcontract and material bids in connection with the Improvements to the Sewer System for the City of Anywhere, Texas. Qualified MBE and WBE firms are encouraged to submit bids in response to this invitation. The work will consist of utility work, concrete, paving, fencing, landscaping, masonry, excavation and trucking, barricades, back-hoe work and supplies and materials. Plans and specifications may be viewed or obtained at the project engineer's general offices, Bing, Campbell and Associates, 19510 Jackson Blvd., Muleshoe, Texas 76698. Telephone No. 512-557-2091, Fax 512-557-2090. All bids must be submitted to the above mentioned address by Noon, Friday, February 16, 2008".

Please bill Acme Construction, 10518 Burr Oak Drive, San Antonio, Texas 78609. The person authorizing the placement of this ad is B. J. Tenfold. If you have any questions, you may contact Mr. Tenfold at 512-557-7000.

Sincerely,

B. J. Tenfold
Manager of Accounts

**10518 Burr Oak Drive
San Antonio, Texas 78609**

512-557-7089
Fax 512-557-2097

January 5, 2008

CERTIFIED MAIL / RETURN RECEIPT REQUESTED

Anywhere Weekly Courier
1111 Main Street
P. O. Box 1
Anywhere, Texas 08654

Attn: Mr. Bucky Beaver, Circulation Manager

Dear Mr. Beaver:

Please publish the following in the "Public Notices" section of your weekly newspaper editions on the following dates: 1/11/08; 1/18/08; 1/25/08; and 2/1/08.

"Acme Construction is soliciting subcontract and material bids in connection with the Improvements to the Sewer System for the City of Anywhere, Texas. Qualified MBE and WBE firms are encouraged to submit bids in response to this invitation. The work will consist of utility work, concrete, paving, fencing, landscaping, masonry, excavation and trucking, barricades, back-hoe work and supplies and materials. Plans and specifications may be viewed or obtained at the project engineer's general offices, Bing, Campbell and Associates, 19510 Jackson Blvd., Muleshoe, Texas 76698. Telephone No. 512-557-2091, Fax 512-557-2090. All bids must be submitted to the above mentioned address by Noon, Friday, February 16, 2008".

Please bill Acme Construction, 10518 Burr Oak Drive, San Antonio, Texas 78609. The person authorizing the placement of this ad is B. J. Tenfold. If you have any questions, you may contact Mr. Tenfold at 512-557-7000.

Sincerely,

B. J. Tenfold
Manager of Accounts

THE STATE OF TEXAS }
COUNTY OF GHI }

Before me Homer Shortcut, a Notary Public in and for GHI County, Texas on this day personally appeared Bucky Beaver, Circulation Manager for Small Town Newspapers Group, Inc., publishers of the Anywhere Weekly Courier, who being by me duly sworn did depose and say that said newspaper has been published continuously for more than fifty-two weeks prior to the first insertion of this Legal Notice Number 879 at GHI County, Texas and the attached printed copy of the legal notice is a true copy of the original and was printed weekly on the following date(s): 1/11/08; 1/18/08; 1/25/08; 2/1/08.

Circulation Manager
Anywhere Weekly Courier
Small Town Newspaper Group, Inc.

Appeared and sworn to before me on this
21st day of January, 2008

NOTARY PUBLIC in and for the State of Texas
My Commission expires 12/28/2010

Legal Notice as Published

Acme Construction is soliciting subcontract and material bids in connection with the Improvements to the Sewer System for the City of Anywhere, Texas. Qualified MBE and WBE firms are encouraged to submit bids in response to this invitation. The work will consist of utility work, concrete, paving, fencing, landscaping, masonry, excavation and trucking, barricades, back-hoe work and supplies and materials. Plans and specifications may be viewed or obtained at the project engineer's general offices, Bing, Campbell and Associates, 19510 Jackson Blvd., Muleshoe, Texas 76698. Telephone No. 512-557-2091, Fax 512-557-2090. All bids must be submitted to the above mentioned address by Noon, Friday, February 16, 2008.

SECTION 00500

**STANDARD FORM OF AGREEMENT BETWEEN OWNER
AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between El Paso Water Utilities-Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation (hereinafter called OWNER), and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

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

DELTA PLANNED WATER LINE REPLACEMENT

The work under this contract shall be for furnishing all labor, materials, transportation and services for the construction and installation of the following work:

The project will be comprised of unit price items to include the Installation of approximately 62 linear feet of 6-inch Polyvinyl Chloride (PVC) water main (Class 305); Installation of 4,409 linear feet of 8-inch Polyvinyl Chloride (PVC) water main (Class 305); Installation of 2,039 linear feet of 12-inch Polyvinyl Chloride (PVC) water main (Class 305); 296 linear feet of 8-inch Ductile Iron (D.I.) water main (Class 350); 192 linear feet of 12-inch Ductile Iron (D.I.) water main (Class 350); 260 linear feet of 30-inch RCP Class 4; 80 linear feet of 24-inch RCP class 4; removal and salvage of 2 existing fire hydrant assemblies; install 2 new fire hydrant assemblies; 32 water service reconnections; steel casing; curb, sidewalk, driveways and pavement replacement, replacement of sanitary sewer with steel and casing where required, and all miscellaneous piping, valve, fittings, and appurtenances and other site work necessary for the proper installation of this project as shown in the plans and technical specifications.

ARTICLE 2. ENGINEER

The Project has been designed by _____ who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME (Revised 9/2/92, 10/9/98, 6/3/99, 4/13, 10/16/20)

- 3.1 The Work will be Substantially completed within 210 Calendar Days from the date when the Contract Time commences to run as provided in Paragraph 4.01 of the General Conditions, and as revised in Supplementary Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions, and as revised in the Supplementary Conditions, within 240 calendar days. Final completion includes CONTRACTOR'S resolution of all punch list items and CONTRACTOR'S submission of required close-out documentation. Any failure of the CONTRACTOR to complete the project within the contract time will be considered a material breach of this contract.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss and public inconvenience if the Work is not completed and the submittals are not submitted within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the sum of **Nine Hundred** (\$900.00) for each Calendar Day that expires after the time specified in the Agreement for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Six Hundred Forty** (\$640.00) for each Calendar Day that expires after the time specified in the Agreement for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE (Revised 10/12/92, 6/7/93; 2/13/97)

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds, per the attached CONTRACTOR's Bid in accordance with the below listed separate charges:

**MATERIALS TO BE INCORPORATED IN
PROJECT NOT SUBJECT TO SALES TAX:** \$ _____

**LABOR TO BE INCORPORATED IN
PROJECT NOT SUBJECT TO SALES TAX:** \$ _____

**RENTAL EQUIPMENT
AND OTHER TAXABLE ITEMS:** \$ _____

**OTHER (I.E. BONDS, INSURANCE,
CAPITAL EQUIPMENT, ETC.)** \$ _____

***TOTAL CONTRACT:** \$ _____
*** (TOTAL MUST EQUAL TOTAL BID PRICE)**

ARTICLE 5. PAYMENT PROCEDURES (Revised 5/14/96, 7/13, 10/16/20)

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions and Article 15 of the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER for Work which is completed in accordance with the terms and conditions of the Contract Documents. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.03 and referenced in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed and accepted) or, in the event there is no schedule of values, as provided in the General Requirements. Each invoice, regardless of contract type, shall contain a summary indicating the budget, the current invoiced amount, less a withholding of a 5% retainage amount, and the billed to date figure.

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentages indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall recommend, or OWNER may withhold, in accordance with Paragraph 15.06 of the General Conditions.

Ninety-five percent of Work completed (ninety percent for contracts under \$400,000.00), including 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 15.01 of the General Conditions).

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General and Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Article.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS (Revised 10/12/92, 7/13, 11/9/17, 10/16/20, 3/4/22)

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

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions, and accepts the determination set forth in Paragraph SC-5.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of the Work necessary for the performance or furnishing of the Work at the Contract Price, specifically within the provisions of Paragraph 5.03 of the

General Conditions. CONTRACTOR understands that the correctness of such information is not guaranteed by the OWNER or the ENGINEER and CONTRACTOR understand(s) that the conditions encountered in performing the work may be different from the approximations shown.

- 6.4 CONTRACTOR has reviewed all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the location of said Underground Facilities as determined by his or her own field investigations. CONTRACTOR understands that the correctness of such information is not guaranteed by the OWNER or the ENGINEER and CONTRACTOR understand that the conditions encountered in performing the work may be different from the approximations shown.
- 6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 6.7 CONTRACTOR affirms it is not a foreign-owned company that is owned or controlled by citizens of or directly controlled by the government of China, Iran, North Korea, Russia or a designated country pursuant to Chapter 2274 of the Texas Government Code. Additionally, CONTRACTOR affirms it is not a company that is headquartered in China, Iran, North Korea, Russia, or a designated country pursuant to Chapter 2274 of the Texas Government Code.
- 6.8 CONTRACTOR affirms it does not boycott Israel and will not boycott Israel during the term of the Agreement.
- 6.9 In accordance with Chapter 2274 of the Texas Government Code, CONTRACTOR affirms that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.
- 6.10 In accordance with Section 2274.002 of the Texas Government Code, CONTRACTOR affirms that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

ARTICLE 7. CONTRACT DOCUMENTS (Revised 11/16/94, 1/12/11, 7/13, 11/2/16, 10/16/20, 3/4/22)

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 CONTRACTOR's Bid (Section 00300)
- 7.2 Agreement (Section 00500)
- 7.3 Performance and Payment Bonds, and Certificate of Insurance, and insurance policies identified as Sections 00610, 00630 and 00650.
- 7.4 Notice of Award.
- 7.5 General Conditions (Section 00700)

- 7.6 Supplementary Conditions (Section 00800)
- 7.7 Supplement for Special-Funded Project (Section 00805) – IF APPLICABLE
- 7.8 General Wage Rates (Section 00840)
- 7.9 Specifications bearing the title Project Manual for the Construction of **DELTA PLANNED WATER LINE REPLACEMENT** consisting of division numbers 01 through 15, and Exhibit _____ as listed in table of contents thereof.
- 7.10 Drawings consisting of a cover sheet and sheets listed in the Index to Drawings, each sheet bearing the following general title:

CITY OF EL PASO, TEXAS
EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD

DELTA PLANNED WATER LINE REPLACEMENT

(Drawings not attached to this Agreement.)

- 7.11 Addenda numbers _____ to _____, inclusive (not attached to this Agreement.)
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award (Pages _____ to _____, inclusive).
- 7.13 Contractor Health and Safety Plan
- 7.14 The Instructions to Bidders, Information Available to Bidders, Bid Form and Bid Security, as well as any supplements to the Bid Form.
- 7.15 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 11.01 of the General Conditions.
- 7.16 The documents listed in Paragraphs 7.2 et. seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 11.01 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be

limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

ARTICLE 9. OTHER PROVISIONS *(Revised 3/4/22)*

- 9.1 It is agreed that should any dispute arise under this Contract which culminates in litigation, venue of that suit shall be in a court of competent jurisdiction sitting in El Paso County, Texas. The court shall apply the laws of the State of Texas in construing and interpreting the terms of this Contract and the Contract Documents.
- 9.2 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been included, and the Agreement provisions shall be read and interpreted so as to harmonize with the Agreement itself.
- 9.3 The captions or headings of paragraphs in this Contract are for convenience only and shall not be considered in constraining the provisions hereof if any question of intent should arise.
- 9.4 For NADBank-funded projects, Contractor agrees to indemnify and hold harmless North American Development Bank (NADB) and each of its directors, officers, employees, agents and representatives (collectively, "NADB's Associated Persons") against all claims for death, personal injury, damages, or other relief against NADB or NADB's Associated Persons, including costs, expenses and attorney's fees, resulting from negligence or willful acts or failure to act by the Contractor.
- 9.5 In accordance with Sections 552.371 and 552.372 of the Texas Government Code, the following language is included, and applicable in contracts that require or result in the expenditure of public funds of at least \$1,000,000:

CONTRACTING INFORMATION. CONTRACTOR must preserve all contracting information related to this Agreement as provided by the records retention schedule requirements applicable to the OWNER for the duration of this Agreement. CONTRACTOR will promptly provide the OWNER any contracting information related to this Agreement that is in the custody or possession of the CONTRACTOR on request of the OWNER. On completion of this Agreement, CONTRACTOR will either provide at no cost to the OWNER all contracting information related to this Agreement that is in the custody or possession of the CONTRACTOR or preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the OWNER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__.

OWNER: El Paso Water Utilities
Public Service Board of
the City of El Paso, Texas

CONTRACTOR: _____

By _____
Purchasing Agent

By _____
Name: _____
Title: _____

Address for giving notices:

1154 Hawkins Boulevard
El Paso, Texas 79925

Address for giving notices:

Date Signed _____

Date Signed _____

Federal Tax I.D. No. _____

Agent for service or process:

INSTRUCTIONS FOR EXECUTING CONTRACT

If the CONTRACTOR be a corporation, the following certificate should be executed:

I, _____, certify that I am the _____ of the corporation named as CONTRACTOR hereinabove; that, _____ who signed the foregoing Contract on behalf of the CONTRACTOR was then, _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal

If the Contract is signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

The full name and business address of the CONTRACTOR should be inserted and the Contract shall be signed with his or her official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the Contract.

If the CONTRACTOR should be operating as a partnership, each partner should sign the Contract. If the Contract is not signed by each partner, there should be attached to the Contract a duly authenticated Power of Attorney, or other appropriate resolution or document evidencing the signer's (signers') authority to sign such Contract for and in behalf of the partnership.

If the CONTRACTOR is an individual, the trade name (if the CONTRACTOR is operating under an assumed or trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the CONTRACTOR, there should be attached to the Contract a duly authenticated Power of Attorney evidencing the signer's authority to execute such Contract for and in behalf of the CONTRACTOR.



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

July 30, 2007

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO
HEREBY CERTIFY that according to the records of this office

is, as of this date, in good standing with this office having no franchise
tax reports or payments due at this time. This certificate is valid through
the date that the next franchise tax report will be due November 15, 2007.

This certificate does not make a representation as to the status of the
corporation's Certificate of Authority, if any, with the Texas Secretary of
State.

This certificate is valid for the purpose of conversion when the converted
entity is subject to franchise tax as required by law. This certificate is
not valid for the purpose of dissolution, merger, or withdrawal.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 30th day of
July 2007 A.D.

Susan Combs
Texas Comptroller

Taxpayer number:
File number:

Form 05-304 (Rev. 02-03/14)

TEXAS STATUTORY PERFORMANCE BOND

(Penalty of this Bond must be 100% of Contract Amount)

Public Work – State of Texas

STATE OF TEXAS }
COUNTY OF _____ }

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, and whose principal office is located in the City of _____, and duly authorized to do business in the State of Texas (hereinafter called the Surety).

As Surety, are held firmly bound unto El Paso Water Utilities / Public Service Board, hereinafter called the Owner), in the penal sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this Bond shall be determined in accordance with the provisions thereof to the same extent as if it were copied at length herein.

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

BY: _____
Principal

WITNESS:

BY: _____
Surety

PAYMENT BOND

Public Work – State of Texas

STATE OF TEXAS }
COUNTY OF _____ }

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____ and State of _____ (hereinafter called the Principal), and _____ authorized under the laws of the State of Texas to act as Surety on bonds for Principals (hereinafter called the Surety) are held firmly bound unto El Paso Water Utilities / Public Service Board, hereinafter called the Owner), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the _____ day of _____, 20____, for _____ to which Contract is hereby referred to and made 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 the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

BY: _____
Principal

WITNESS:

BY: _____
Surety



EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD

ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

DELTA PLANNED WATER LINE REPLACEMENT, BID NO. 39-22

(TO BE FILLED OUT AND SUBMITTED BY ENGINEER)

The above-referenced project is substantially complete as of _____, 20____.
 Exceptions and/or items requiring additional work are indicated as follows:

The following documents are required contract submittals. Certificate of Final Completion and Final Payment will <i>not</i> be issued until all submittals listed below are received and correct (pursuant to contract requirements).	
1. Contractor's Waiver of Claim/Lien (GC 15.06.A.3)	
2. <i>Original</i> Consent of Surety to Final Payment (GC 15-06.A.2.a)	
3. Copy of Release to Contractor from EPWID#1 for Dewatering Fees, if applicable (SC 18.13.E)	
4. Completed Operations Insurance Letter (coverage for at least 2 years after final payment (GC 6.03.B.3 and SC-6.03.C.6)	
5. Delivery to the Engineer of all Operating & Maintenance Manuals, Guarantees, Certificates of Inspection, and Marked-up As-Builts or Record Drawings, if applicable (GC 10.07.D and GC 15.06.A.1)	
6. Final Report of Total Payments to subcontractors and suppliers	
7. Evidence of Payment of Final Water Bill and Return of Water Meter	
8. Ensure that <i>Certified</i> Payrolls for entire contract period for contractor and all subcontractors, including "Final" (SC 7.11.D.5) payroll from each, are entered in the Utility Automated Payroll Software program and ensure that all outstanding corrections and/or evidence of restitution have been submitted	
9. Warranty/Guarantee, if applicable	
10. NPDES Requirements (NOT), if applicable	

 EPWU Engineering Division Manager

 Project Engineer of Record

 Date

 Date



CONTRACTOR'S PROJECT CLOSE-OUT SUBMITTALS CHECKLIST

The following documents are required contract submittals for the Close-Out of this project. Contractor is contractually required to submit the following in one packet to the Engineer for review. Certificate of Final Completion and Final Payment will not be issued until all submittals listed below are received and correct.

REQUIRED ITEM	INCLUDED
1. Final Change Order (if applicable)	
2. Contractor's Waiver of Lien (GC 15.06.A.3)	
3. <i>Original</i> Consent of Surety to Final Payment (GC 15.06.A.2.b)	
4. Copy of Release to Contractor from EPWID#1 for Dewatering Fees, if applicable (SC 18.13.E)	
5. Completed Operations Insurance Letter (coverage for at least 2 years after final payment (GC 6.03.B.3 and SC 6.03.C.6)	
6. Transmittal Letter of Delivery to Engineer of all Operating & Maintenance Manuals, Guarantees, Certificates of Inspection, and Marked-up As-Builts or Record Drawings, if applicable (GC 10.07.D and GC 15.06.A.1)	
7. Final Report of Total Payments to Subcontractors and Suppliers	
8. Final Certified Payrolls (list 'Final' atop the payrolls) (SC 7.11.D.5). Submit any and all outstanding corrections and/or evidence of paid restitution.	
9. Warranty/Guarantee, if applicable	
10. NPDES Requirements (NOT), if applicable	
11. Paid Final Water Bill, Completed Meter and Removal Forms for Fire Hydrant Meter	

*** All items must be submitted and received as a complete packet. An incomplete packet will be returned.**

When all items have been received and approved by EPWater, the assigned Project Compliance Specialist will notify Project Engineer, Consultant Engineer, and Contractor. At that time, Contractor may submit the Final Pay Application to Consultant Engineer. Consultant Engineer will provide the Certificate of Final Completion and the approvable Final Pay Application to the Project Compliance Specialist for processing and closing of project.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term “Standard EJCDC Text” for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using “Track Changes” (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC’s sponsoring organizations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

1.02 Terminology

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

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

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

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

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

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

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

5.01 *Availability of Lands*

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

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

5.02 *Use of Site and Other Areas*

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

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

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

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

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

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

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

5.05 *Underground Facilities*

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

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

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

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
 - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
 - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
 - H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
 - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
 - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
 - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

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

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

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

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

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

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

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

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

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

10.04 *Engineer’s Authority*

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

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

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

11.03 *Work Change Directives*

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

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

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

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

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

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

B. *Change Proposal Procedures*

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

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

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

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

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

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

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

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

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

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

13.01 *Cost of the Work*

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

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

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

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

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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

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

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

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

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

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

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

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

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

15.07 *Waiver of Claims*

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

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

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

15.08 *Correction Period*

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

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

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SECTION 00800
SUPPLEMENTARY CONDITIONS
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INTRODUCTORY STATEMENT

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

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

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

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01.A.4 Add the following sentence to Paragraph 1.01.A.4:

The term “Offer” has the same meaning as the term “Bid”.

SC-1.01.A.5 Add the following sentence to Paragraph 1.01.A.5

The term “Offeror” has the same meaning as the term “Bidder”.

SC-1.01.A.10.e Add the following sentence to Paragraph 1.01.A.10.e

When submitted, a Claim must be signed by the Designated Authorized Representative.

SC-1.01.A.51 Add the following paragraph as reference 1.01.A.51:

Designated Authorized Representative — the representative authorized by the party filing the Claim to execute legally-binding agreements on behalf of that party. For Owner, the Designated Authorized Representative shall be the Chief Technical Officer, a Vice President, or President and Chief Executive Officer. For Contractor, the owner or its designee authorized pursuant to a power of attorney.

SC-1.01.A.52 Add the following paragraph as reference 1.01.A.52:

Health and Safety Plan — The part of the Contract Documents prepared by Contractor that describes safety procedures for the Work, identifies the Contractor’s safety representative required by Paragraph 6.14.A, and certifies that the Contractor’s employees have received or will receive training prior to the commencement of the Work on (1) basic health and safety issues; (2) the Health and Safety Plan; (3) the methods and techniques the Contractor will use on the Project; (4) procedures for Contractor entrance into and exit from the Site(s); and (5) informing Owner about any unique hazards presented by the Work or found as a result of the Work.

ARTICLE 2 - PRELIMINARY MATTERS

2.02 *Copies of Documents*

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

- A. Owner shall provide to Contractor an electronic version of a fully executed copy of the contract documents.

2.03 *Before Starting Construction*

SC-2.03.B Add the following new paragraph immediately after Paragraph 2.03.A.3

- B. *Health and Safety Plan.* Contractor shall submit a copy of Health and Safety Plan fifteen (15) days before mobilization. No Work shall proceed until the Owner has accepted the Health and Safety Plan.

2.04 *Pre-Construction Conference; Designation of Authorized Representatives*

SC-2.04.B Amend the first sentence of Paragraph 2.04.B to read as follows:

At or prior to this conference Owner and Contractor each shall designate, in writing by Owner and in writing by Contractor as a submittal, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract.

2.05 *Acceptance of Schedules*

SC-2.05.A Amend the first sentence of Paragraph 2.05.A to read as follows:

At the preconstruction conference indicated in Paragraph 2.04 or other time acceptable to the parties and Engineer, Engineer and Contractor will review the acceptability to Engineer, as provided below, of the schedules submitted in accordance with Paragraph 2.03.A.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

SC-3.03.B.1 Add the following to new paragraph immediately after Paragraph 3.03.B:

SC-3.03.B.1 In resolving such conflicts, errors, and discrepancies, the Contract Documents will be given precedence in the following order: Change Orders, Field Orders, Addenda, Agreement, Performance Bond and Payment Bond, Supplementary Conditions, General Conditions, Specifications and Drawings. Numerical dimensions shown on the Drawings shall govern over scaled dimensions on the Drawings. This Paragraph SC-3.03.B.1 is not, however, a definitive enumeration of what comprises the “Contract Documents”, which definitive enumeration is indicated in the Agreement.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01.A Amend the third sentence of paragraph 4.01.A by changing the word “60th” to read as “90th”.

4.03 *Reference Points*

SC-4.03.A Amend the third sentence of Paragraph 4.03.A to read as follows:

Contractor shall report to Engineer when a reference point, including property boundary stakes or monuments, or an elevation benchmark, is disturbed, lost, or destroyed, or requires relocation because of necessary changes in grades or locations. Contractor shall be responsible for accurately replacing or relocating such reference points by a professional land surveyor licensed by and registered in the State of Texas.

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Time, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 1-inch over a 24-hour period of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference).
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: wind chill factor equal or less than 25-degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: equal or greater than 110-degrees Fahrenheit.
 - iii) Suspension (greater than 4 hours) or postponement of construction due to high wind advisory/warning that has been issued and does not allow construction activities to continue.

- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the El Paso International Airport weather monitoring station located at 6701 Convair Road in El Paso, Texas.
- 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the Foreseeable Bad Weather Days table, Exhibit A included in SC-4.05.5.b.4.
- 4) Foreseeable Bad Weather Days:
 - i) Foreseeable Bad Weather Days (Standard Baseline) is defined as the normal number of calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
 - ii) The Foreseeable Bad Weather Days are as follows:

Exhibit A

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4	3	3	2	3	4	8	8	6	5	3	4

- 5) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the Standard Baseline table in Exhibit A - Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

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

5.01 *Availability of Lands*

SC 5.01.D Add the following new paragraph immediately after paragraph 5.01.C:

SC-5.01.D All work associated with special provisions of easements shall be performed in accordance with the Contract Documents, unless the Contract Documents indicate that easement provisions govern. Should the actions of Contractor or Subcontractors or Suppliers cause the Work to be delayed to the point that the ending date of an easement is exceeded, Contractor shall reimburse Owner for additional costs required to extend the period of rights to the easement to complete the Work. Such delay shall be considered to be within the control of Contractor, in accordance with paragraph 4.05.

5.02 *Use of Site and Other Areas*

SC-5.02.E Add the following new paragraph immediately after Paragraph 5.02.D:

SC-5.02.E *Dust Control*

1. Contractor shall not cause or allow dust-generating operations, earthmoving operation, use of property, or other operation that results in fugitive dust emissions that exceed the limits prescribed by the authority having jurisdiction, in accordance with Texas Administrative Code Title 30, Part 1, Chapter 111, Subchapter A, Division 4, Rule 111.145. Contact City of El Paso Environmental Management Division at (915) 212-6000 for additional information regarding nuisance fugitive dust emissions from the Site.
2. Provide necessary equipment and materials to apply sufficient dust suppressants, properly clean all vehicle “track-out” areas on and adjacent to the Site, and provide adequate physical stabilizations of soils to comply with requirements of earthmoving permits and approved dust control plan or activities, if any.
3. Contractor shall pay fines and civil penalties imposed by authorities having jurisdiction and incurred by Owner because of Contractor’s violation of earthmoving permits and dust control plans or activities.
4. Implement measures to control fugitive dust emissions from the Site in compliance with earthmoving permit and Laws and Regulations.

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Geotechnical Engineering Report Delta Drive Water Line Phase I	08/12/2021	Geotechnical Engineering, soils analysis

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No drawings of existing physical conditions at or adjacent to the Site are known to Owner.		

Drawings Title	Date of Drawings	Technical Data

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at the El Paso Water Utilities' website:

www.epwater.org/business_center/purchasing_overview/bids

5.06 *Hazardous Environmental Conditions at Site*

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following in its place:

SC-5.06.A No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-5-06.B Not Used.

ARTICLE 6 - BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01.A Delete Paragraph 6.01.A and 6.01.B in their entirety and insert the following in place of:

SC-6.01.A Except as provided in this Paragraph SC-6.01.A, Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds and certificates of insurance as are required by the Contract Documents. Certificates of insurance shall be in the form prescribed by the Contract Documents. Conditions under which a payment bond and/or performance bond are required are as follows:

1. Payment bond is required when the contract award is in excess of \$50,000, and;
2. Performance Bond is required when the contract award is in excess of \$100,000.

(Note: Contract value is excess of \$100,000, both bonds are required.)

SC-6.01.B Delete Paragraph 6.01.C in its entirety and insert the following in its place:

SC-6.01.B. All bonds shall be in the form prescribed by the Contract Documents, except as provided otherwise by Laws and Regulations including, but not limited to, Chapter 2253 of the Texas Government Code and Article 7.19-1 of the Texas Insurance Code. The bonds shall be executed by surety which shall be authorized and admitted to do business in the State of Texas, licensed by the State of Texas to issue surety bonds, and carry an A.M. Best Key rating of not less than A VIII. If the amount of the bond is in excess of ten percent of surety's capital and surplus, surety shall furnish to Owner a written certification that surety has insured that portion of surety's risk that exceeds ten percent of surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of surety's obligation is reinsured, the amount reinsured shall not exceed ten percent of the reinsurer's capital and surplus. Surety and the reinsurer(s) shall furnish additional information and documentation, if any, required by Owner for Owner to determine whether surety or its reinsurer(s) comply with the requirements of this Paragraph SC-6.01.B. All bonds signed by an agent or attorney-in-fact shall be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

6.02 *Insurance - General Provisions*

SC-6.02.G Delete Paragraph 6.02.G in its entirety and insert the following in its place:

SC-6.02.G Not Used.

6.03 *Contractor's Insurance*

SC-6.03.C Add the following immediately after Paragraph 6.03.C.1:

a. In addition to the individuals or entities specified above, include as additional insured, or loss payees as their interest may appear, the following:

1) None.

SC-6.03.C Add the following immediately after Paragraph 6.03.C.5:

SC-6.03.C.5 If, at any time, the required insurance policies are canceled, terminated, or modified so that the insurance is not in full force and effect as required under the Contract Documents, Owner may terminate for cause in accordance with Paragraph 16.02 of the General Conditions or, where possible, obtain insurance coverage equal to that required by the Contract Documents, the full cost of which will be charged to Contractor and deducted from any payments due Contractor.

a. Each Contractor shall require his subcontractors, at all tiers, to carry insurance coverages satisfactory to the Contractor and to provide evidence of such insurance as specified herein.

For purposes of this Bid, a Payment Bond will be required in an amount equal to the Bid Price and a Performance Bond will be required in a like amount.

SC-6.03.C.6 Add the following immediately after Paragraph 6.03.C.5:

SC-6.03.C.6 Contractor shall furnish to Owner and each other additional insured identified in the Contract Documents, to whom evidence of insurance has been issued, evidence satisfactory to Owner and other such additional insured of continuation of such insurance at final payment and for a duration thereafter equal to the correction period required under Paragraph 15.08.

SC-6.03.D Add the following new Paragraph 6.03.D:

D. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation and Employer's Liability Insurance:

a. State: Statutory

b. Employer's Liability: In accordance with Table 00800-1 of these Supplementary Conditions.

c. *Terminology:* The following terms are not defined but when used in this Paragraph SC-6.03.D for workers' compensation insurance, and have the meanings indicated below:

1) Certificate of coverage: A copy of a certificate of insurance, a certificate of authority to self-insure, issued by the Texas Workers Compensation 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. Contractor shall not execute TWCC Forms 83 or 85 or other form that precludes coverage under Contractor's policy if Contractor hires a Subcontractor or service provider without worker's compensation insurance.

2) Duration of the Project: Is the time from the Contractor's beginning work on the Project until the time Contractor's and Subcontractor's obligations under the Contract Documents are fully complete.

3) Contractor and Subcontractors (as indicated in Texas Labor Code §406.5096) includes all persons or entities performing all or part of the Work, regardless of whether that person or entity contracted directly with Contractor and regardless of

whether that person or entity 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 services related to the Project. "Services" does not include activities unrelated to the Project, such as food or beverage vendors, office supply deliveries, and delivery of portable toilets or portable sanitary facilities.

d. Comply with the following relative to Worker's Compensation and Employer's Liability insurance:

- 1) *Waiver of Subrogation Relative to Workers' Compensation Insurance:* The policy shall be endorsed to provide that insurer waives any right of subrogation that insurer may acquire against Owner, Engineer, Engineer's consultants, and others named in the Contract Documents as additional insured relative to Contractor's liability insurance, by reason of any payment made on account of injury, including death resulting therefrom, sustained by an employee of the insured.
- 2) If workers employed on the Work will be employed through a leasing company, furnish evidence of leasing company's State of Texas license and a copy of leasing company's Worker's Compensation policy insuring its employees (including sole proprietors, partners, supervisors, and executive officers) who perform work in the State of Texas.
- 3) Contractor shall furnish coverage, based on proper reporting of classification codes and payroll amounts and filing of coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011(44) for all employees of Contractor performing the Work or services on the Project, for the duration of the Project.
- 4) Contractor shall furnish to Owner a certificate of coverage prior to being awarded the Contract.
- 5) If the coverage period shown on the Contractor's current certificate of coverage ends during the Contract Times, Contractor shall, prior to the end of the coverage period, furnish to Owner a new certificate of coverage indicating that coverage has been extended; furnish updated certificate of coverage throughout the duration of the Project.
- 6) *Subcontractors and Workers' Compensation and Employee Liability Insurance:*
 - a) Contractor shall contractually require each Subcontractor to comply with the workers' compensation and employer's liability insurance requirements of the

Contract Documents, to same extent such requirements are binding on Contractor.

- b) Obtain from each Subcontractor and furnish to Owner a certificate of coverage, prior to that Subcontractor beginning work on the Project. Not later than seven days after receipt by Contractor, furnish updated, valid certificate of coverage for each Subcontractor throughout the duration of the Project.
- 7) Retain Contractor's and Subcontractors' required certificates of coverage for the duration of the Project.
- 8) Contractor shall notify Owner in writing, in accordance with Paragraph 18.01, within 10 days after Contractor knew or should have known, of a change that materially affects the provision of coverage of any entity performing work or services on the Contract.
- 9) Post at the Site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing persons performing work or services on the Contract that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. Such posted notice does not satisfy other posting requirements imposed by the Act or other commission rules in the State of Texas. Such notice shall be printed with a title in text that is not less than 30-point bold type, with and other text in not less than 19-point non-bold type, and shall be in English, Spanish, and other languages, if any, common to the workers at the Site. Text for the notices shall be as indicated by the Commission on the sample notice without changes.
- 10) By executing the Agreement or furnishing or causing to be furnished a certificate of coverage, Contractor represents to Owner that employees of Contractor and Subcontractors who will perform work or services on the Contract will be covered by workers' compensation coverage for the duration of the Project; that such coverage will be based on proper reporting of classification codes and payroll amounts; and that coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Furnishing false or misleading information may subject Contractor to administrative penalties of authorities having jurisdiction, criminal penalties, civil penalties of authorities having jurisdiction, and other civil actions.
- 11) Contractor's failure to comply with one or more workers' compensation insurance provisions is a breach of the Contract by Contractor, entitling Owner to terminate for cause in accordance with Paragraph 16.03, unless otherwise provided by Laws and Regulations.

- 12) If any provision of the Workers' Compensation and Employee Liability insurance requirements of the Contract Documents, or its application to any person or circumstance, is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provisions of this rule are declared to be severable.
2. Contractor's General Liability under Paragraphs 6.03 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Contractor. General Liability coverage shall be for not less than the limits indicated in Table 00800-1 of these Supplementary Conditions.
 3. Automobile Liability under Paragraph 6.03 of the General Conditions: Shall be for not less than the limits indicated in Table 00800-1 of these Supplementary Conditions.
 4. Umbrella Liability:
 - a. Contractor shall purchase and maintain, until final payment by Owner, Umbrella Liability Insurance. Such insurance shall insure against all claims in excess of the limits provided under workers' compensation and employer's liability, general liability insurance, and automobile liability policies. The limits of umbrella liability shall be in accordance with Table 00800-1 of these Supplementary Conditions.
 5. *Table of Minimum Liability Insurance Coverage Limits:* The limits of liability insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. The limits of coverage under Paragraph 6.03 vary with the Contract Price as indicated in Table 00800-1:

TABLE 00800-1

LIMITS OF COVERAGE FOR ALL CONSTRUCTION PROJECTS	AUTOMOBILE (6.03) {Combined Single Limit} Per Accident	COMMERCIAL GENERAL LIABILITY (6.03) {Combined Single Limit} Per Project	WORKERS' COMPENSATION (6.03) {Employers' Liability} Per Accident Per Employee Per Disease	UMBRELLA (SC-6.03) {Combined Single Limit}
<p>CONTRACT PRICE EQUAL TO OR GREATER THAN \$500,000 AND UP TO AND INCLUDING \$10,000,000:</p> <p>Occurrence</p> <p>*General Aggregate</p> <p>Products/Completed Operations</p> <p>Aggregate</p>	<p>\$1,000,000</p>	<p>\$1,000,000</p> <p>\$2,000,000</p> <p>\$2,000,000</p>	<p>\$1,000,000</p> <p>\$1,000,000</p> <p>\$1,000,000</p>	<p>\$2,000,000</p> <p>\$2,000,000</p>

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04 in its entirety and insert the following in its place:

SC-6.04 *Property Insurance*

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of \$ _____. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, and other individuals or entities identified herein, and the officers, directors, members, partners, employees, agents and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured, additional insured, or loss payee as their interest may appear;

a. In addition to the individuals or entities specified above, include as additional insured, or loss payees as their interest may appear, the following:

1) None.

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood);

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and start-up; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. Contractor shall purchase and maintain equipment breakdown insurance which will include the interests of Owner, Contractor, Subcontractors, Engineer, and other individuals or entities identified as additional insured or loss payees in this Paragraph SC-6.04, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured, additional insured, or loss payee.
 - C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph SC-6.04 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured or loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph SC-6.05.
 - D. The risk of loss within any deductible amount applicable to the policies of insurance purchased in accordance with this Paragraph SC-6.04 will be borne by Contractor, Subcontractors, or others suffering such loss.

6.05 *Property Losses; Subrogation*

SC-6.05 Delete Paragraph 6.05 in its entirety and insert the following in its place:

SC-6.05 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph SC-6.04 will protect Owner, Contractor, Subcontractors, Engineer, and all other individuals or entities identified in Paragraph SC-6.04 to be listed as insureds or additional insured or loss payees (and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of loss or damage the insurers will have no rights of recovery against any of the insureds or additional insured or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable

to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, and all other individuals or entities identified in Paragraph SC-6.04 to be listed as insureds or additional insureds or loss payees (and the officers, directors, members, partners, employees, agents and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire and other perils whether or not insured by Owner, and;
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03 or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage, or consequential loss referred to in Paragraph SC-6.05.B shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, Engineer, and the officers, directors, members, partners, employees, agents and other consultants and subcontractors of each and any of them.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

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

1. Regular working hours will be 7:00 a.m. to 3:30 p.m., Monday through Friday.
2. Owner's legal holidays are New Year's Day, Martin Luther King Holiday, Memorial Day, Juneteenth Holiday, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

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

- D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as those taking place outside of the regular working hours defined above.

SC-7.03.E Add the following new paragraph immediately after paragraph 7.03.D:

SC-7.03.E for work financed in whole or in part by loans or grants from, or loans insured or guaranteed by, the United States or any agency or instrumentality thereof under any statute of the United States providing wage standards for such work, the provisions of the Contract Documents are subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C.A. §327 et seq. Contractor and Subcontractor shall not require or allow any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one-and-one-half times his or her basis rate of pay for hours worked in excess of forty hours in such work week. Except as may be otherwise required by law, all claims pertaining to the classification of labor employed on the project shall be decided by Owner's governing body or other duly designated official.

7.07 *Concerning Subcontractors and Suppliers*

SC 7.07.N Add the following new paragraphs immediately after Paragraph 7.07.M:

SC-7.07.N Contractor shall perform, with his organization and with the assistance of workers under Contractor's immediate superintendence, not less than 40 percent of the Contract Price,

exclusive of Work not commonly found in contracts for similar construction which require specialized knowledge, craftsmanship, or equipment not ordinarily available in the organizations of contractors performing construction similar in nature to the Work. The value of the Work, exclusive of said items, will be interpreted as the value of labor, equipment, superintendence, and only those portions of materials and equipment incorporated into the Work that are related to the Contract's direct labor requirements.

7.09 *Permits*

SC-7.09.B Add the following new paragraph immediately after Paragraph 7.09.A:

SC-7.09.B TPDES Permit and Related Permits and Requirements

SC-7.09.B *TPDES Permit and Related Permits and Requirements*

1. This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and stormwater pollution prevention measures throughout the construction period.
2. Owner has prepared a Storm Water Pollution Prevention Plan (SWPPP). Requirements are in the Specifications.
3. Owner will file Owner's "Notice of Intent" and "Notice of Termination" to the Texas Commission on Environmental Quality (TCEQ). Owner will pay the TPDES stormwater application fee.
4. Contractor's responsibilities are as follows:
 - a. Prepare a Storm Water Pollution Prevention Plan (SWPPP) prior to filing the "Notice of Intent" form.
 - b. File a "Notice of Intent" form with the TCEQ not less than two days prior to starting construction activity at the Site and pay for the permit. Form is available from Owner or on the Internet at <http://www.tceq.state.tx.us/assets/public/permitting/waterquality/forms/20022.pdf>. The form shall be mailed or submitted online to the TCEQ. For online submittal, the web address is <https://www.tceq.state.tx.us/steers/>. If Contractor has not already registered to use the TCEQ online application submittal service, it typically takes approximately ten working days to receive a user name and password from TCEQ. No extension of the Contract Times will be granted for this activity. The mailing address is:

Texas Commission on Environmental Quality

Storm Water & General Permits Team; MC-228
P.O. Box 13087
Austin, TX 78711-3087

- c. Submit to Owner a copy of the completed “Notice of Intent” form as submitted to TCEQ.
- d. Obtain a signed certification statement from Subcontractors responsible for implementing erosion and sediment controls. Such statements shall indicate that Subcontractor understands the permit requirements. Such certified statement forms shall be attached to and become part of the SWPPP.
- e. Post a notice near the main entrance of the Site with the following information.
 - 1) TPDES permit number for the Work or a copy of the Notice of Intent if a permit number has not yet been assigned,
 - 2) Name and telephone number of Contractor’s local contact person,
 - 3) Brief description of the Work, and
 - 4) Location of the SWPPP if the Site is inactive or does not have an on-site location to store the SWPPP.
- f. When posting this information near a main entrance is infeasible due to safety concerns, the notice shall be posted in a local public building. If the Work is linear (pipeline, highway, or other linear construction), the notice shall be placed in a publicly accessible location near where construction is actively underway and moved as necessary. For linear Work, multiple postings of the information may be required by Owner.
- g. Maintain erosion and sediment controls and other protective measures identified in the SWPPP in effective operating condition.
- h. Perform inspections every 14 days and after every half-inch of rainfall, noting the following observations on an inspection form furnished by Owner:
 - 1) Locations of discharges of sediment or other pollutants from the Site.
 - 2) Locations of storm water, erosion, sedimentation controls that require maintenance.

- 3) Locations of storm water, erosion, sedimentation controls that are not performing, failing to operate, or are inadequate.
 - 4) Locations where additional storm water, erosion, sedimentation controls are needed.
- i. Continuously maintain at the site a copy of the SWPPP (with all updates, as described below) and inspection reports.

Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion and sedimentation controls and other best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports.

File a "Notice of Termination" with TCEQ within 30 days of final stabilization of all areas of disturbed soil and disturbed soil cover. Form is available from Owner or on the Internet at <http://www.tceq.state.tx.us/assets/public/permitting/waterquality/forms/20023.pdf>.

- j. "Notice of Termination" shall be mailed to:

Texas Commission on Environmental Quality
Storm Water & General Permits Team; MC-228
P.O. Box 13087
Austin, TX 78711-3087
(512) 239-4671

- k. Upon completion of the Work, submit to Owner TPDES records.

7.10 Taxes

SC-7.10.B Add the following new paragraph immediately after Paragraph 7.10.A:

SC-7.10.B Exemption from State of Texas sales tax may be obtained on materials and equipment incorporated into the Work and supplies required to perform the Work. Owner is an organization which qualifies for such exemption pursuant to provisions of Article 20.04(F) of the Texas Limited Sales, Excise and Use Tax Act. In accordance with Texas House Bill 11, Contractor may purchase, materials, equipment, and supplies consumed in the performance of the Work by issuing to Suppliers an exemption certificate in lieu of the tax, said exemption certificate complying with State of Texas Comptroller's Ruling No. 95-0.07. Such exemption certificate(s) issued by Contractor in lieu of the sales will be subject to the provisions of the State of Texas Comptroller's Ruling No. 95-0.09 as amended to be effective October 2, 1968. Exemption certificate may be obtained from Owner's Purchasing Agent.

7.11 *Laws and Regulations*

SC-7.11.C Remove last sentence on Paragraph 7.11.C. “If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim in its entirety.”

SC-7.11.D Add the following new paragraph immediately after Paragraph 7.11.C:

SC-7.11.D *Minimum Prevailing Wage Rates*

1. Wage rates paid to workers employed in performing the Work at the Site, including Contractor and Subcontractor employees, shall not be less than the following:
 - a. Minimum prevailing wage rates of the City of El Paso, Texas. The prevailing minimum wage rate determination, comprised of 7 pages, applicable to the Project is part of the Contract Documents.
 - b. Federal Davis-Bacon minimum prevailing wage rates, comprised of 7 pages, which is part of the Contract Documents. Comply with 40 USC 31 and 29 CFR Parts 1, 3, and 5.

When a labor classification is included in both the City of El Paso and federal minimum prevailing wage rate determinations, Contractor shall pay the higher of the two minimum prevailing wage rates for that labor classification. Contractor shall be aware of changes in the minimum prevailing wage rates applicable to the Work and shall pay the minimum prevailing wages at no additional cost to Owner. Contractor shall post the schedule of classifications and wage rates at conspicuous locations at the Site. Such schedule shall also show deductions, if any, required by law to be made from wages earned by laborers and mechanics engaged on the Work.

2. Contractor shall give preference to hiring qualified local residents for work as laborers and mechanics on the Project. Employees shall be bona-fide residents of the United States of America.
3. Contractor and Subcontractors shall pay each of their employees, engaged in the Work in full, not less often than once per week, and without deductions or subsequent rebates on any account, except for deductions mandated by law.
4. Contractor, and Subcontractors shall keep a complete payroll record indicating the name, address, and Social Security number of each employee engaged in the Work, together with the classification of work in which the employee is engaged, the hourly wage rate paid, number of deductions made from such wages and total amount paid to the employee. Submit to Owner one copy of each such payroll record, for the period for which payment is requested, with each Application for Payment. Each

payroll record shall bear the affidavit of the employer certifying, under oath, that such payroll is a true, complete, and accurate report of the wages earned and paid to each employee engaged in the Work, that no deductions from any wages due each employee, except as set out on the payroll, have been directly or indirectly made, and that no rebates, either direct or indirect, have been nor will be required of an employee.

5. Certified payroll reports shall indicate for each worker whether the labor performed was performed under the Building, Heavy, Highway, or Water and Sewer Line Prevailing Wage Rate scale. Certified payroll reports shall be submitted for the complete Contract period and, for weeks where no Work was performed, negative reports shall be submitted, marked “No Work Performed”. Clearly mark “FIRST PAYROLL” on the first payroll submitted, and clearly mark “FINAL PAYROLL” on the last payroll submitted for the Contract.
6. Apprentices will be work only under a bona fide apprenticeship program registered with the U.S. Department of Labor. A copy of such program shall be submitted to Owner, together with current certification or evidence of registration with the U.S. Department of Labor, Bureau of Apprenticeship and Training, for each apprentice engaged in the Work.
7. Contractor shall, when requested by Owner, submit additional certification and documentation (such as copy of cancelled check or an Employee Restitution Receipt Form) indicating that employee has received back compensation due.
8. Contractor and Subcontractors in violation of this provision are subject to a penalty of \$60 per day for each worker that is paid less than the rate specified in the Project’s applicable prevailing wage rates.

SC-7.11.E Add the following new paragraph immediately after Paragraph 7.11.D:

SC-7.11.E *Mandatory for Building Projects with Contract Price Over \$100,000 – Apprentices*

1. In accordance with resolution adopted on November 9, 1999 by the El Paso City Council regarding apprenticeship programs on City projects, Contractor and Subcontractors shall:
 - a. Sponsor or participate in a U.S. Department of Labor (DOL) certified apprenticeship program for all job classifications utilized on the Project which are apprenticeable occupations as defined by DOL regulations and which appear on the “schedule of categories of apprentices” kept on file in the office of the City of El Paso's Capital Improvement Department;
 - b. Pay wage rates and benefits in accordance with the applicable apprenticeship program;

- c. Comply with the DOL requirements for ratio of apprentices to journeymen;
 - d. Hire registered apprentices enrolled in a DOL-certified apprenticeship program in all job classifications utilized on the Project which are apprenticeable occupations as defined by DOL regulations and which are designated for City projects on the “schedule of categories of apprentices” kept on file in the office of the City of El Paso Director of Capital Improvement Department. Helpers, unregistered apprentices, and other substitutes shall not perform apprentice-level work in place of registered apprentices.
2. Contractor shall post the applicable prevailing wage rate schedules at the Site in a prominent location readily accessible to the workers throughout the Project. Contractor shall post a notice to be provided by the City of El Paso Director of Capital Improvement Department regarding prevailing wage rates and the City of El Paso’s apprenticeship program, in English and in Spanish, which shall be posted at the Site with the prevailing wage rates.
3. Contractor shall submit to Owner the names of all apprentices employed on the Work; verification of their status as registered apprentices; documentation regarding apprentice’s proper wage rates; and documentation regarding journeyman-to-apprentice ratios for each trade as determined by the apprenticeship program.
4. No worker shall be discharged by Contractor or Subcontractor, or in any other manner be discriminated against, because such worker has filed an inquiry or complaint, instituted legal or equitable proceeding, or has testified or is about to testify in such proceeding under, or relating to, the apprenticeship program.
5. Contractor and Subcontractors shall allow immediate entry into all areas of the Site by Owner or Owner’s agents and representatives displaying or presenting proper identification to Contractor’s Site superintendent or their representative. Owner or their representative may visit the Site to determine adherence to these requirements, Contractor and Subcontractors shall allow access to personnel and apprenticeship program books and records and access to employees to be interviewed at random, at any time and for any reasonable duration to determine compliance with these provisions, including the apprenticeship programs.
6. Owner reserves the right to terminate for cause in accordance with Paragraph 16.02 if Contractor or Subcontractor breaches any of provisions of the Contract Documents regarding apprenticeship programs.
7. Apprentices shall be allowed to work at less than the predetermined rate for the work they performed when apprentice(s) are employed pursuant to, and individually-registered in, a bona-fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training

Administration Bureau; or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program but who has been certified by the Bureau of Apprenticeship & Training, or a state apprenticeship agency where appropriate, to be eligible for probationary employment as an apprentice.

8. The allowable ratio of apprentices to journeymen on the Work in any craft classification shall not be greater than the ratio permitted to the Contractor or Subcontractor as to the entire work force under the registered program. Any apprentice performing the Work in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the City Wage Scale for the work actually performed.
9. Contractor shall submit to Owner's Contract Administrator with sufficient information, which demonstrates that apprentices are employed pursuant to, and individually registered in, a bona-fide apprenticeship program. A copy of such program shall be submitted to Owner as well as the current certification for each individual assigned to the Work and appearing on the payrolls for that Contract. Every apprentice must be paid at not less than the rates specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the City wage determination. Workers not registered in a bona-fide apprenticeship program shall be paid not less than the applicable wage rate in the City Wage Scale for the classification of work actually performed. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the program does not specify fringe benefits, they must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Bureau of Apprenticeship & Training determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination.
10. If the Bureau of Apprenticeship & Training or a state apprenticeship agency recognized by the Bureau, withdraws approval of a program, Contractor shall not employ apprentices at less than the applicable City rate for the work performed until an acceptable program is approved and evidence provided.

7.13 *Safety and Protection*

SC-7.13.B.1 Add following new subparagraph immediately after Paragraph 7.13.B:

SC-7.13.B.1 Contractor's safety representative shall be identified in submittal to Owner and Engineer for acceptance prior to commencement of Work at the Site. Name and qualifications of proposed substitute, if any, shall be submitted to Owner for acceptance.

SC-7.13.G Replace the word "safety program" with "Health and Safety Plan."

SC-7-13.H Replace the word “safety program” with “Health and Safety Plan.”

SC-7.13.K Add the following new subparagraphs immediately after Paragraph 6.13.J:

SC-7.13.K Within twenty-four hours of receiving a request from Owner, Contractor shall furnish to Owner documentation substantiating representations made in the Health and Safety Plan including, but not limited to, that each of the Contractor’s employees has received training on the Health and Safety Plan as well as any other training necessary to competently effectuate the Health and Safety Plan. Select Contractor project management staff shall complete the El Paso Water Online Contractor Orientation, (Course 19ELPWC) available at www.hasc.com, before start of construction.

SC-7.13.L Owner maintains a drug and alcohol-free workplace in accordance with the Drug-free Workplace Act of 1988. Contractor shall publicize a statement notifying employees on the Work that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace, including at the Site.

SC-7.13.M Owner maintains specific rules regarding smoking on Owner's properties. Contractor shall adhere to such rules at the Site.

SC-7.13.N Owner maintains specific rules regarding firearms and Contractor shall adhere to such rules at the Site.

SC-7.13.O Owner maintains specific rules regarding traffic safety on Owner's properties. Contractor shall adhere to such rules at the Site.

7.16 *Submittals*

SC-7.16.G Add the following new paragraphs immediately after Paragraph 7.16.F:

SC-7.16.G For each Contractor submittal required under the Contract Documents, Engineer will review one initial submittal and one resubmittal at no cost to Contractor. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, Samples, or other submittals requiring approval or acceptance, and Contractor shall reimburse Owner for Engineer’s charges for labor and expenses for such time.

SC-7.16.H In the event that Contractor requests a change of a previously approved or previously accepted submittal, Contractor shall reimburse Owner for Engineer’s charges for Engineer’s review time unless the need for such change is beyond Contractor’s control.

ARTICLE 9 - OWNER'S RESPONSIBILITIES

9.11 *Evidence of Financial Arrangements*

SC-9.11 Delete Paragraph 9.11 in its entirety and insert the following in its place:

SC-9.11 Not used

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add a new paragraph immediately after Paragraph 10.03.B that is to read as follows:

SC-10.03.C Resident Project Representative (RPR) will be Owner's and/or Engineer's employee or agent at the Site, will act as directed by and under the supervision of Owner and/or Engineer, and will confer with Owner and/or Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Owner and/or Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

1. Duties and Responsibilities to RPR:
 - a. Schedules: Review the Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 - b. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 - c. *Safety Compliance*: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - d. Liaison:
 - 1) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing understanding of the intent of the Contract Documents.
 - 2) Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - 3) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

- e. Shop Drawings and Samples:
 - 1) Record date of receipt of Shop Drawings and Samples that are received at the Site.
 - 2) Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - 3) Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.

- f. Review of Work, Rejection of Defective Work, Inspections, and Tests:
 - 1) Conduct observations of the Work in progress on the Site to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - 2) Report to Engineer when RPR believes that any Work is unsatisfactory, faulty, or defective or does not conform generally to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - 3) Verify that tests, equipment, and systems startups, and operating and maintenance training are conducted in the presence of appropriate Owner's personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer appropriate details relative to the test procedures and startups.
 - 4) Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - 5) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

- g. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

- h. Modifications: Consider and evaluate Contractor's suggestions for modifications to Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions issued by Engineer.

i. Records:

- 1) Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, and reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, work change directives, additional Drawings issued subsequent to the execution of the Agreement, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
- 2) Keep a record recording Contractor's hours on the Site, weather conditions, data relative to questions on Change Orders or changed conditions, list of visitors to the Site, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- 3) Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- 4) The RPR shall prepare a daily report or keep a daily diary that records weather conditions, the contractor's daily work activities, and specific observations. The RPR shall regularly photograph the work. The RPR shall maintain orderly files of correspondence, reports of job conferences, change orders, field orders, work change directives, daily reports and/or diaries, photographs and other similar documents. These documents shall be filed in Consultant's project record file. They shall be made available to Owner upon receipt of request from Owner and, if available, uploaded to cloud-based construction management software applications (or any other construction management software applications made available).

j. Reports:

- 1) Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittals.
- 2) Consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.
- 3) Prepare draft of proposed Change Orders, obtaining backup documents from Contractor, and provide recommendations to Engineer regarding Change Orders and Field Orders.
- 4) Report immediately to Engineer and Owner upon the occurrence of any Site accident, any Hazardous Environmental Condition, emergencies, or acts of God endangering the Work, or property damage by fire or other cause.

k. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission, and submit recommendations to Engineer, noting particularly the relationship of the payment

requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

l. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

m. Completion:

- 1) Before Engineer issues a certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 2) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public authorities having jurisdiction over the Work.
- 3) Conduct final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
- 4) Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance of the Work.

2. The RPR shall not:

- a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, including “or equal” items.
- b. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
- c. Undertake any of the responsibilities of Contractor, Subcontractors, or Contractor’s superintendent.
- d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
- e. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- f. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- g. Authorize Owner to occupy the Project in whole or in part.
- h. Authorize the use of any Unmanned Aircraft System (UAS or drone) without prior consent and authorization from Owner.
- i. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

ARTICLE 11 - CHANGES TO THE CONTRACT

11.02 *Change Orders*

SC-11.02.C Add the following new paragraph immediately after Paragraph 11.02.B:

SC-11.02.C Change Order requests shall be accompanied by Contractor's time impact analysis for the Change Order request to be reviewed.

11.03 *Work Change Directives*

SC-11.03.A.1 Add the following new subparagraphs immediately after Paragraph 11.03.A:

SC-11.03.A.1 Without invalidating the Contract, OWNER may, by written Work Change Directive, using the Cost of the Work 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. "Cost of the Work" 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 13.01, below. A Work 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.

SC-11.03.A.2 If the Work Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 13.01. The estimated value of the work issued under each individual Work Change Directive shall not exceed five (5) percent of the original contract price.

SC-11.03.A.3 A Work Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.

SC-11.03.A.4 Upon receipt of a Work 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.

11.07 *Change of Contract Price*

SC-11.07.C.2.c Delete 27 percent and replace with 25 percent.

SC-11.11 Add the following new paragraph immediately after Paragraph 11.10:

SC-11.11 Liquidated Damages:

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. Not used.
- C. Liquidated Damages Relative to Substantial Completion and Readiness for Final Payment: Owner and Contractor recognize that time is of the essence as stated in Paragraph SC-11.11.A above and that Owner will suffer financial loss if the Work is not completed within the Contract Times for Substantial Completion, completion and readiness for final payment, and Milestones (if any) specified in the Contract Documents, plus any changes thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$900.00 for each day that expires after the time specified in the Contract Documents for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$640.00 for each day that expires after the time specified in the Contract Documents for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 12 - CLAIMS

SC-12.01.B Add the following immediately after Paragraph 12.01.B:

SC-12.01.B.1 In the event a delay Claim arises due to Standby Equipment Costs, Contractor must notify, through an RFI, Engineer and Owner no later than 72-hours in advance of such claim at which time Contractor, Engineer and Owner will evaluate the progress of the Work and determine if no other Work can be performed. Once that determination has been made, official response from Engineer and Owner acknowledging the delay at which point the Standby time will commence.

ARTICLE 13 - COST OF WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 In Paragraph SC-13.01.A, delete the last sentence and replace with:

The provisions of this Paragraph 13.01 are used for **three** distinct purposes:

SC-13.01 Add the following new paragraph immediately after Paragraph 13.01.A.2:

SC-13.01.A.3 If neither of the methods defined in paragraphs 13.01.A.1 nor 13.01.A.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 Work Change Directive, using the Cost of the Work method, and payment will be made as described below:

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of RS Means Heavy Construction Costs. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-13.01 Add the following new subparagraphs immediately after Paragraph 13.01.B.5.i:

SC-13.01.B.5.j Standby Equipment Costs: 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 Payment for standby equipment will be made in accordance with 13.01.B.5.c except that:

SC-13.01.B.5.j.(1) Contractor-Owned Equipment. For Contractor-owned machinery, trucks, power tools, or other equipment, Standby will be paid at 50% (to account for the removal of operating costs) of the rate established under 13.01.B.5.c.(2). Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

SC-13.01.B.5.j.(2) Equipment Not Owned by the Contractor. For equipment rented from a third party not owned by the Contractor, Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable rates established under 13.01.B.5.c.(2). Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby. Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$1,000.

13.03 *Unit Price Work*

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

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **25** percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

SC-14.02 Add the following new subparagraphs to Paragraph 14.02.B:

1. **Re-Inspection Fees**
 - a. Pay fees to the Owner to compensate the Owner's Representative as identified in Article 10 of the General Conditions for reinspection of the Work required by the failure of the Work to comply with the claims of status of completion made by the Contractor.
 - b. Owner may withhold the amount of these fees from the Contractor's final payment as stipulated in Article 15 of the General Conditions.
 - c. Cost for additional inspections will be billed to the Owner by the Owner's Representative for the actual hours required for the reinspection and preparation of related reports at a rate of \$180.00/hour.
2. **Fees for Inspections Outside Normal Working Hours**
 - a. If some or all of the Work has been determined to be required to be performed outside the normal working hours and or beyond the standard 40-hour work week as defined by Article 7 of the General Conditions, the Contractor is required to:
 - 1) Notify the Owner in advance of their intent to work outside regular working hours or working days;
 - 2) Determine if the work to be performed will require observation by the Owner's Representative or other agencies prior to covering the Work;

- b. Pay fees to the Owner to compensate the Owner's Representative as identified in Article 10 of the General Conditions for inspection of the Work performed outside normal working hours;
- c. Owner may withhold the amount of these fees from the Contractor's final payment as stipulated in Article 15 of the General Conditions.
- d. Cost for inspections will be billed to the Owner by the Owner's Representative for the actual hours required for the inspection and or observation of the work and preparation of related reports at a rate of \$180.00/hour.

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

15.01 *Progress Payments*

SC-15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

SC-15.01.D.1 Thirty days after presentation of the Application for Payment to Owner by Contractor with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 15.01.E) become due, and when due will be paid by Owner to Contractor.

SC-15.01.D.1.(a) The thirty days' time will commence immediately after Owner acknowledges receipt of the Application for Payment from Contractor.

SC-15.01.D.1.(b) If upon review of the Application for Payment the Owner encounters any error (including, but not limited to, clerical, grammatical, informational, etc...) or lacks documentation as required by the Contract Documents, the Application for Payment will be deemed incomplete and the Owner will reject the Application for Payment. The Owner will immediately notify the Contractor and Engineer the reason for the rejection of the Application for Payment. The thirty days' time allotted will reset and recommence once a corrected Application for Payment is received by Owner from Contractor.

SC-15.01.F Add the following new Paragraph 15.01.F:

SC-15.01.F For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary

modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

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

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

15.06 *Final Payment*

SC-15.06.B Delete the first sentence and replace with the following:

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing **to Owner** Engineer's recommendation of final payment and **inform Contractor Final Payment Application is ready to be submitted to Owner for payment.**

SC-15.06.E Delete Paragraph 15.06.E in its entirety and replace with the following:

- E. **Final Payment Becomes Due:** Upon receipt from **Contractor of an approvable Application for Final Payment** and accompanying documentation, Owner shall set-off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including, but not limited to, set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Contractor. An approvable application for final payment shall include Contractor and Subcontractor payrolls for the period covered in the final Application for Payment; an update of progress against the accepted Progress Schedule; and such other items as the Engineer may reasonably require.

15.08 *Correction Period*

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

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

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.02 *Owner May Terminate for Cause*

SC-16.02.A.5 Add the following new paragraphs immediately after Paragraph 16.02.A.4:

SC-16.02.A.5 If the Contract or any part thereof is sublet or assigned to another party by Contractor, without the written consent of Owner and surety that issued the performance bond and payment bond.

ARTICLE 17 - FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraphs immediately after Paragraph 17.01:

17.02 *Arbitration*

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

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

17.03 *Attorneys' Fees*

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

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an

equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18 - MISCELLANEOUS

SC-18.11 Add the following new paragraph immediately after Paragraph 18.10:

SC-18.11 *Use of Unmanned Aerial/Aircraft Systems (UAS)*

- A. The use of an UAS on all Owner property is strictly prohibited unless the following are met:
 - 1. The proposed flight is solely for purposes of Utility operations
 - 2. Authorization has been received from Owner to operate on or above Owner property
 - 3. All of the necessary federal, state, and local approvals have been acquired
 - 4. Compliance with federal, state, and local laws are met
 - 5. The Contractor has filed a flight plan with [AirMap](#) or any other Owner-approved Unmanned Aircraft System Traffic Management (UTM) ecosystem for uncontrolled operations that is separate from, but complementary to, the FAA's Air Traffic Management (ATM) system prior to flight operations
 - 6. The proposed flight does not photograph, video, or monitor in any way areas where members of the general public would have a reasonable expectation of privacy

- B. Any person or vendor, including but not limited to third parties seeking to operate a UAS on or above Owner property or at an Owner-sponsored event must submit a completed UAS (Drone) Use Approval Form to the Owner at least 10 business days in advance.

- C. The applicable Owner Representative (PM) who is an employee of the Owner will process the request for UAS use. After review and assessment of the request, the requestor will be notified of a decision or receive a request of additional information within five (5) business days.
 - 1. If approved, the PM will email a copy of the approved form to the Owner's Utility Security and Emergency Response (USER) Coordinator.

- D. The USER Coordinator will advise El Paso Police Department (EPPD) and Airport Operations (if the UAS will be near or entering restricted flight space) of UAS activity for situational awareness.
 - 1. If approved, a copy of the UAS Approval Form must be in possession by the pilot in command at all times during flight activity and must be presented to any EPWater official or representative with control or jurisdiction over the activity, upon request.

- E. The USER Coordinator will maintain a copy of the UAS (Drone) Use Approval Forms.

- F. Exceptions and Deviations
 - 1. Contractors will be limited to the collection, use, retention, or dissemination of images and videos of Owner's critical infrastructure acquired by UAS.
 - 2. The Owner's Utility Chief Operations Officer may waive the 10-business day notification requirement as deemed necessary.
 - 3. UAS operators must only conduct approved flights under favorable conditions. If unforeseen circumstances develop (e.g. adverse weather) under which operations cannot be conducted in a safe manner, the operation must postpone the flight and request an extension from the Project Manager within 3 business days of the original date. If the extension is not requested within three (3) business days, a new UAS Approval Form must then be completed and submitted.
 - 4. The use of UAS for hobby or recreational use on all EPWater property is always strictly prohibited. Using a UAS to take photographs or videos for personal use is considered recreational use and is prohibited.

SC-18.12 Add the following new paragraph immediately after Paragraph 18.10:

SC-18.12 *Working Near Utilities*

- A. *Construction Adjacent to High Voltage Electric Lines:*
 - 1. Contractor shall comply with Laws and Regulations, including U.S. Occupational Safety and Health Administration (OSHA) safety standards regarding construction adjacent to high-voltage electric lines and facilities, including trenching, crane operations, final grading, and other associated work which may result in impaired clearance to an existing electrical line or facility.

2. It is a violation of OSHA regulations to operate equipment in a manner that results in persons or equipment coming within ten feet of an energized electric line. Such Laws and Regulations are enforced by OSHA, and violators are subject to penalties imposed under federal Law.
3. Texas Law prohibits function or activity where it is possible for the person performing such activity to come within six feet of an overhead power line.
4. Contractor shall notify the El Paso Electric Company in writing of Contractor's anticipated dates and times when such work is scheduled. Written notification of El Paso Electric Company shall be at least six working days prior to each scheduled activity near El Paso Electric Company power lines and facilities, so that El Paso Electric Company personnel can coordinate with Contractor to provide proper clearance of energized electric lines. No other type of notice will be acceptable and work shall not be initiated until proper clearance and arrangements are confirmed by Contractor with the El Paso Electric Company.

5. Submit written notification to:

Raul Guel, Distribution Engineering Design
 El Paso Electric Company
 P. O. Box 982
 El Paso, Texas 79960
 (915) 543-4015

6. Simultaneously submit one copy of the notification letter to Owner's Contracts Development Manager and retain copy in Contractor's file.

7. Below are selected El Paso Electric Company phone numbers:

Claims Director	(915) 543-4158
Trouble & Emergencies	(915) 543-5720
Field Services/Power Consultants	(915) 543-2255
Cable Locator	(915) 543-4051

- B. Construction Adjacent to Gas Lines: Contractor shall comply with the One-Call Notification and System Protection Program developed by Southern Union Gas Company, and with State Damage Prevention Law, HB 2295:

Contact Texas Gas Co. not less than two working days before commencing excavation activities

- Determine exact location of all underground utilities by safe and acceptable means
- Employ the two-foot safety rule
- Utilize “Professional Excavator's Manual” as revised

SC-18.13 Add the following new paragraph immediately after Paragraph 18.12:

SC-18.13 *EPCWID #1 Dewatering Permit Requirements*

- A. A license agreement for “Discharge of Foreign Waters into District Drain Ditches” is required between Owner and the El Paso County Water Improvement District (EPCWID) #1 before Contractor may begin dewatering operations. Contractor shall be a co-licensee with Owner. Terms and conditions of the license agreement are applicable to Contractor, who will function, relative to the license EPCWID #1 agreement only, as an agent of Owner, by preparing an approvable plan and carrying out the terms of the plan and the EPCWID #1 license agreement. Contractor shall, to the extent permitted by law, defend and hold harmless Owner, its employees, insurers and agents; and the Engineer and Engineer’s consultants, and their employees, officers, insurers, and agents from claims arising out of damages caused by actions, or inactions, of Contractor or as a result of EPCWID’s exercise of any or all options given it under the license agreement.
- B. Contractor shall prepare and submit to Engineer a “Dewatering Plan”, a “Final Schedule for Dewatering”, and an estimate of fees due EPCWID #1. Submit “Dewatering Plan” within 15 days of the date that the Contract Times commence running. “Dewatering Plan” shall include the estimated quantities of dewatering for each month of the Contract, the design capacity and number of pumps to be used by Contractor, and the point(s) of dewatering pump discharge. Engineer will review for acceptability the “Dewatering Plan” and, when the submittal is acceptable to Engineer, Engineer will forward it, through Owner, to EPCWID #1. Prepare and submit the submittal and schedule the Work so that Owner receives the “Dewatering Plan” submittal not less than 14 days before the start of dewatering operations at the Site. Owner will pay the fees as estimated in the "Dewatering Plan".
- C. Estimate the dewatering fees on the following basis:
 - 1. Drain maintenance fee of \$1,000 for each six months a discharge occurs. Fee for maintenance is non-refundable. Subsequent semi-annual fee payments are payable to Owner by Contractor in advance of each respective six-month period.
 - 2. Dewatering fee at the rate of \$150 per acre-foot of water discharged. For a month in which the discharge exceeds the

amount estimated under the “Dewatering Plan”, Contractor shall advise Owner and Engineer in writing, that such excess fees may be due so that the Owner may consider its liability for, and take action to make payment of, such excess fees to EPCWID #1. Owner will pay such excess fees only to the extent that such fees are incurred through no fault of Contractor.

- D. Samples of the discharge water shall be tested by a qualified testing laboratory hired by Contractor. Submit to Engineer results of total dissolved solids (TDS) tests, which Engineer will transmit to EPCWID #1. Submit to Engineer and Owner monthly reports of discharge quantities and quality (TDS and sulfates), which specific requirements may be more particularly indicated in the Specifications and in the associated discharge permit; Engineer will transmit monthly reports to EPCWID #1.
- E. Contractor will not be eligible for final payment by Owner until final dewatering fees based upon actual quantities and damages (if any) due EPCWID # 1 have been paid and payment due from Contractor has been made. A “Final Release” from EPCWID # 1 shall be received by Owner as a condition precedent to Contractor applies for final payment.

SC-18.14 Add the following new paragraph(s) immediately after Paragraph 18.12:

SC-18.14 *Railroads*

- A. *Union Pacific Railroad Company Contractor's Right of Entry:* Contractor shall acquire and pay all associated expenses (including railroad company inspection fees), Contractor's right-of-entry from, the Union Pacific Railroad Company. Refer to Union Pacific Railroad's "Contractor's Right of Entry" form and its exhibits, included in the Project Manual following these Supplementary Conditions. Right-of-entry requirements are interrelated with the railroad liability insurance requirements and both are Contractor's cost responsibility. Contractor shall acquire railroad company's authorization prior to commencing work in the railroad right-of-way. Submit to Owner and Engineer executed copies of Contractor's "Right of Entry" form prior to commencing work on railroad property.
- B. *Railroad Liability Insurance:* Contractor shall obtain Railroad Liability Insurance in the form and amount required by the Union Pacific Railroad Company. Such insurance shall be in effect and cover all necessary work and operations required of Contractor within the railroad right-of-way. Refer to the railroad's "Contractor's Right of Entry" form and its exhibits. Insurance requirements of this paragraph are interrelated with the right-of-entry requirements in Paragraph SC-18.14.A and is Contractor's responsibility.
- C. For clarification of the requirements and costs of railroad permits and insurance, contact:

Manager Utilities Work
Union Pacific Railroad Company
Contracts and Real Estate Department
1400 Douglas Street STOP 1690
Omaha, Nebraska 68179-1690
Phone: (402) 544-8620
Fax: (402) 501-1519

SC-18.15 Add the following new paragraph immediately after Paragraph 18.14:

SC-18.15 Texas Water Development Board (TWDB) contracts require that all Contractors and subcontractors maintain project costs in a manner consistent with generally accepted accounting principles. All records are to be maintained for a minimum period of three years and beyond that minimum period if litigation, a claim, or an audit is in process, or if audit findings are not resolved. The three-year period will begin upon completion of final payment.

***** END OF SUPPLEMENTARY CONDITIONS *****

REQUIRED WORKERS' COMPENSATION COVERAGE

(Title must be 30 point font & bold lettering)

(19 point font from here on)

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

* The above sign to be provided in both English and Spanish without any additional words or changes and shall be posted at the Project Site. Refer to Paragraph SC-6.03.D.1 of the Supplementary Conditions (Document 00800 in the Contract Documents).

Contractor Insurance Check List



Project			
Bid Number			
Job Description			
Contract Cost			
Final Completion			
Contractor			
Engineer			
Insurance Agent			
Performance & Payment Bonds	Bond Limit :		
	Surety:		
	Certified copy of Authority to Act	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Countersigned by Agent	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Workers' Compensation	Insurance Company / A.M. Best Rating		
	Policy Period	From:	To:
	Employers Liability Limits required		
	Employers Liability Limits provided		
	Waiver of Subrogation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	30 Days Notice of Cancellation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If Employees Leased:		
	- Employee Leasing Company	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	- Texas State License	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	- Copy of Workers' Compensation Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Commercial General Liability	Insurance Company / A.M. Best Rating		
	Policy Period	From:	To:
	Limits required		
	Limits provided		
	Products/Completed Operations – 2 Years after completion	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Personal Injury – Employment Exclusion deleted	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Contractual	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Broad Form Property Damage	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	XCU	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Additional Insured	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	30 Days Notice of Cancellation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Business Auto	Insurance Company / A.M. Best Rating		
	Policy Period	From:	To:
	Limits required		
	Limits provided		
	Symbol 1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Additional Insured	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	30 Days Notice of Cancellation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Umbrella	Insurance Company / A.M. Best Rating		
	Policy Period	From:	To:
	Limits required		
	Limits provided		
	Follow Form – Additional Insureds and Waivers of Subrogation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	30 Days Notice of Cancellation	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Contractor Insurance Check List



Builder's Risk/Installation Floater	Insurance Company / A.M. Best Rating			
	Policy Period	From:	To:	
	Limits required			
	Limits provided			
	Deductible			
	- All Risk	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Flood	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Earthquake	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Testing	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Offsite Storage	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Transit	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Additional Interests	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
- Waiver of Subrogation	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Boiler & Machinery	- If required			
Certificates of Insurance	- All coverages			
Certified Copies of Policies	- All policies			
Requirements	Additional Insureds – Owner, Engineer and Engineer's Consultants on:			
	- CGL	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Auto	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Umbrella	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	Waiver of Subrogation (Workers' Compensation) – Owner, Engineer and Engineer's Consultants		<input type="checkbox"/> Yes	<input type="checkbox"/> No
	30 Days Notice of Cancellation to Owner & Engineer by Certified Mail on:			
	- WC	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- CGL	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Auto	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Umbrella	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Builder's Risk	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- B&M (If required)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	Builder's Risk/Installation Floater – Include Additional Insured interests & Waiver of Subrogation in favor of :			
	- Owner	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Contactor	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Subcontractor	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	- Engineer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
- Engineer's Consultants	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Other				

Notice: This checklist is provided as a guide only and is not a substitute for the insurance requirements included in the EPWU contract. EPWU strongly advises contractors provide a copy of the contract insurance requirements to their insurance agents, consultants and providers to ensure their insurance coverages meet the contract insurance requirements.

APPLICATION FOR PAYMENT NO. _____	Check One: PARTIAL ____ FINAL ____
--	------------------------------------

OWNER: El Paso Water Utilities Public Service Board 1154 Hawkins Blvd. El Paso, Texas 79925	PROJECT: _____ BID NO.: _____ PURCHASE ORDER: _____
--	---

ORIGINAL CONTRACT AMOUNT: \$ _____	CONTRACT SUM TO DATE: \$ _____
NET CHANGE BY CHANGE ORDERS: \$ _____	THROUGH CHANGE ORDER NO. _____

NOTICE TO PROCEED: _____	CONTRACT COMPLETION DATE: _____
CONTRACT TIME: _____ Calendar Days	REVISED COMPLETION DATE: _____
REVISED: _____ Calendar Days	SUBSTANTIAL COMPLETION DATE: _____
ELAPSED TIME: _____ Calendar Days	FINAL COMPLETION DATE: _____

WORK COMPLETED:	\$ _____	<i>See Attached Pay Item Schedule</i>
MATERIALS STORED:	\$ _____	<i>Attach Invoices, Documentation</i>
TOTAL EARNED:	\$ _____	
LESS RETAINED: ____ %	- \$ _____	
LESS PREVIOUS PAYMENTS:	- \$ _____	
NET DUE THIS ESTIMATE:	\$ _____	<i>Attach Certified Payroll LCP Tracker Report this Period</i>

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by prior applications for payment; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this application for payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by bond acceptable to OWNER).

CONTRACTOR: _____	By: _____
	Title: _____
	Date: _____

RECOMMENDED:	APPROVED:
CONSTRUCTION MANAGER: _____	By: _____
By: _____	Title: _____
Date: _____	Date: _____

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					



PAY APPLICATION CHECK LIST

REQUIRED ITEM/PROCESS	INCLUDED
1. Three original Pay Applications are included/submitted and are on the standard EPWU form (CM 11343A in the bid document).	
2. Substantial and Final Completion due dates listed match the bid document.	
3. Project adjustments (e.g., price, quantity, time, etc.) reflected in Work Directives or unexecuted Change Orders are NOT included in the Pay Application.	
4. If charges for paid materials are included in the Pay Application, include paid invoices for the stored material.	
5. Updated Construction Schedule is included	
6. Payrolls to be entered in the Utility Automated Payroll Software program, which include the following:	
a. For 'Negative Payrolls' during week(s) of no work performed, state, "No Work Performed" on those payrolls.	
b. If apprentices are used, submit DOL certification, apprenticeship programs and training periods for each apprentice. (Note: The DOL certificates expire every 90 days and must be renewed and current. If a current DOL certificate is not submitted for each apprentice, the employee must be paid the Journeyman's rate).	

If all requirements are not met or included in the Pay Application package, the Pay Application will be returned for revisions, and payment will not be made until EPW's receipt of 'approvable' Pay Application.

SECTION 00840

GENERAL WAGE REQUIREMENTS

The following Wage Decision(s) will be utilized for this project. **If Wage Decisions for multiple construction types are included in the Contract Document, Contractor is required to indicate on his Certified Payroll Reports, the Wage Decision description/construction type under which the work being reported was performed.**

CONSTRUCTION TYPE / WAGE DECISION	PORTION OF PROJECT FOR WHICH THE WAGE DECISION IS APPLICABLE
City of El Paso 2016 Paving and Street Construction, Dirt Work, Heavy Construction, Pipeline Work, Highway Wage Rates Adopted by El Paso City Council February 28, 2017	Entire project.



CITY OF EL PASO, TEXAS
2016 Paving and Street Construction, Dirt Work,
Heavy Construction, Pipeline Work, Highway Wage Rates

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	(8 HOURS) PER DIEM WAGE RATE
Asphalt Distributor Operator	14.64	0.00	14.64	117.12
Asphalt Paving Machine Operator / Spreader Box Operator	14.20	0.00	14.20	113.60
Asphalt Raker	12.99	0.00	12.99	103.92
Backhoe Operator	15.95	0.00	15.95	127.60
Concrete Finishers (Paving and Structures)	13.88	0.00	13.88	111.04
Crane Operator, Lattice Boom	17.50	0.00	17.50	140.00
Crane Operator, Hydraulic	17.50	0.00	17.50	140.00
Electrician	23.09	0.00	23.09	184.72
Excavator Operator	16.10	0.00	16.10	128.80
Form Builder/Setter	15.02	0.00	15.02	120.16
Form Setter (Paving and Curb)	12.86	0.00	12.86	102.88
Front End Loader	14.82	0.00	14.82	118.56
Laborer	11.89	0.00	11.89	95.12
Laborer (Skilled)(Utility)	13.65	0.00	13.65	109.20
Mechanic	17.50	0.00	17.50	140.00
Motor Grader Operator (Fine)	17.54	0.00	17.54	140.32
Pipe Layer	12.94	0.00	12.94	103.52
Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker	17.00	0.00	17.00	136.00
Rock Mason	12.00	0.00	12.00	96.00
Roller Operator	13.70	0.00	13.70	109.60
Servicer	14.33	0.00	14.33	114.64
Truck Driver, Single Axle	13.19	0.00	13.19	105.52
Truck Driver, Tandem Axle	15.32	0.02	15.34	122.72
Utility Operator Grade 1	12.00	0.00	12.00	96.00
Utility Operator Grade 2	13.95	0.00	13.95	111.60
Welder, Certified/ Structural Steel Welder	13.83	0.00	13.83	110.64

All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.

2016 HEAVY / HIGHWAY DEFINITIONS

1	Asphalt Distributor Operator	Drives distributor truck, sets spray bars and operates valves and levers to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties.
2	Asphalt Paving Machine Operator/Spreader Box Operator	Operates paving machine that spreads and levels asphaltic concrete on highway. Controls movement of machine, raises and lowers screed, regulates width of screed. Operates spreader box by adjusting hopper and strike-off blade so that gravel, stone or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.
3	Asphalt Raker	Distributes asphaltic materials evenly over road surface by hand-raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers (skilled and unskilled) when to add or take away material to fill low spots or to reduce high spots.
4	Backhoe Operator	Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
5	Concrete Finisher (Paving and Structures)	Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.
6	Crane Operator, Lattice Boom	A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
7	Crane Operator, Hydraulic	A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

8	Electrician	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete installation of wiring systems, works on overhead distribution systems and underground distribution systems. Includes installation of photovoltaic solar panels.
9	Excavator Operator	Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
10	Form Builder/Setter	Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is being placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties. Includes guardrail installation.
11	Form Setter (Paving and Curb)	Fits together, aligns and sets to grade metal and wooden forms for placement for concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties.
12	Front End Loader	Operates a rubber-tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
13	Laborer	A general term used on construction work covering many unskilled classifications requiring work of a physical nature. Performs a variety of work ranging from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, under the supervision of qualified personnel. Cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, assists pipelayers, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work under the supervision of qualified personnel. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Installs and maintains erosion control. Performs other related duties.

14	Laborer (Skilled) (Utility)	Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. Directs laborers in pouring concrete. Erects trench shoring and bracing. Installs, operates, and maintains watering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Is more or less a general utility construction worker. May be a second step in learning a skill. Includes Concrete/Granite Pump Operator, Concrete Saw Operator, Fence Erector, Flagger, and Sign Erector. Performs other related duties.
15	Mechanic	Assembles, assist set up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties.
16	Motor Grader Operator (Fine)	Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to bluetops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
17	Pipe Layer	Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.
18	Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker	Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. Erects and places reinforcing steel and fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit, including reinforcing members. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Gives direction to reinforcing steel worker apprentice or utility laborers. Performs other related duties.
19	Rock Mason	Constructs partitions, fences, walls, using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls, cutting or placing of rock in mortar or other similar material.
20	Roller Operator	Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact and smooth bituminous and flexible base materials and compact earth fills, subgrade, and all other types of materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

21	Servicer	Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. . May require a Commercial Driver's License if driving truck on public highways. Performs other related duties.
22	Truck Driver, Single Axle	Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
23	Truck Driver, Tandem Axle	Drives a tandem axle powered vehicle. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
24	Utility Operator Grade 1	Clam, ditching machine, side booms (except those in Grade 2), operator on dredges, cleaning machine, coating machine, , blending machine, water-kote machine, equipment welder, track tractor, derrick, dragline, shovel, motor grader rough grade, Crawler tractor, foundation drill operator, crawler and truck mounted, and piledriver.
25	Utility Operator Grade 2	Pipe, gin truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor, farm tractor road boring machine, fork lift (industrial type), pot fireman (power agitated), straightening machine, boring machine, bombardier (track or tow rig), , hydrostatic testing operator, scraper, staking machine, plant mix pavement roller operator, plant mix pavement, pneumatic motor operator. Concrete paving curing, float, texturing machine, subgrade trimmer, slip-form machine, milling machine, self-propelled sweeping machine, trenching machine, directional drill, , trenching, screening plant, and joint sealer. Off Road Hauler, Pavement Marking Machine Operator Reclaimer/Pulverizer Operator, Slurry Seal or Micro-Surfacing Machine Operator.
26	Welder, Certified/ Structural Steel Welder	Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Cuts, lays-out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. May assist in welding of permanent metal deck forms. Performs other related duties.

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

AGREEMENT BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR
TO PROVIDE WORKERS' COMPENSATION INSURANCE

Notice of Agreement

The undersigned General Contractor and the undersigned Subcontractor hereby agree that the General Contractor will withhold will not withhold the cost of workers' compensation insurance coverage from the Subcontractor's contract price and that, for the purpose of providing workers' compensation insurance coverage, the General Contractor will be the employer of the Subcontractor and the Subcontractor's employees. This agreement makes the General Contractor the employer of the Subcontractor and the Subcontractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: _____
TO: _____

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.
Texas Labor Code, Texas Workers' Compensation Act, Section 406.123

General Contractor's Affirmation

If the General Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the General Contractor to file this form with the new insurance carrier.

Federal Tax I.D. Number

Signature of General Contractor

Date

Address (Street)

Printed Name of General Contractor

Address (City, State, Zip)

Subcontractor's Affirmation

Federal Tax I.D. Number

Signature of Subcontractor

Date

Address (Street)

Printed Name of Subcontractor

Address (City, State, Zip)

The General Contractor should retain the original. Legible copies of this agreement should be filed with the general contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. If the General Contractor is certified self-insured, a copy should be filed with the Division's Self-Insurance Regulation service area. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Subcontractor must also retain a copy of the agreement.

Division Date Stamp Here



TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

CHECK BOX OF STATEMENT THAT APPLIES

AGREEMENT BETWEEN MOTOR CARRIER
AND OWNER OPERATOR TO PROVIDE
WORKERS' COMPENSATION INSURANCE COVERAGE

Notice of Declaration

The undersigned Motor Carrier and the undersigned Owner Operator agree that the Motor Carrier will provide workers' compensation insurance coverage to the Owner Operator and the Owner Operator's employees. The Motor Carrier will deduct will not deduct the actual premiums, based on payroll, that are paid or incurred by the Motor Carrier for coverage from the contract price or any other amount owed to the Owner Operator by the Motor Carrier.

TERM (DATES) OF AGREEMENT: FROM: _____
TO: _____

ESTIMATED NUMBER OF WORKERS AFFECTED: _____
Texas Labor Code, Texas Workers' Compensation Act, Section 406.123.

AGREEMENT TO REQUIRE OWNER OPERATOR
TO ACT AS EMPLOYER

Notice of Agreement

The undersigned Motor Carrier and the undersigned Owner Operator agree that the Owner Operator assumes the responsibilities of an employer for the performance of work.

TERM (DATES) OF AGREEMENT: FROM: _____
TO: _____

ESTIMATED NUMBER OF WORKERS AFFECTED: _____
Texas Labor Code, Texas Workers' Compensation Act, Section 406.122.

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

MOTOR CARRIER'S AFFIRMATION

If the Motor Carrier's workers' compensation carrier changes during the effective period of coverage, it is advisable for the Motor Carrier to file this form with the new insurance carrier.

Federal Tax I.D. Number

Signature of Motor Carrier

Date

Address (Street)

Printed Name of Motor Carrier

Address (City, State, Zip)

OWNER OPERATOR'S AFFIRMATION

Federal Tax I.D. Number

Signature of Motor Owner Operator

Date

Address (Street)

Printed Name of Owner Operator

Address (City, State, Zip)

The Motor Carrier should retain the original. Legible copies of this agreement must be filed with the Motor Carrier's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Owner Operator must also retain a copy of the agreement.

Division Date Stamp Here



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7551 Metro Center Drive, Suite 100
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK BOX OF STATEMENT THAT APPLIES

JOINT AGREEMENT TO AFFIRM INDEPENDENT
RELATIONSHIP FOR CERTAIN BUILDING
AND CONSTRUCTION WORKERS

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO WORKERS' COMPENSATION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.
Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

AGREEMENT TO ESTABLISH EMPLOYER-
EMPLOYEE RELATIONSHIP FOR CERTAIN
BUILDING AND CONSTRUCTION WORKERS

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor will withhold will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: _____ FROM: _____
TO: _____

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

Signature of Hiring Contractor _____ Date _____

Printed Name of the Hiring Contractor _____

Federal Tax I.D. Number

Address (Street)

Address (City, State, Zip)

Independent Contractor's Affirmation

Signature of Independent Contractor _____ Date _____

Printed Name of the Independent Contractor _____

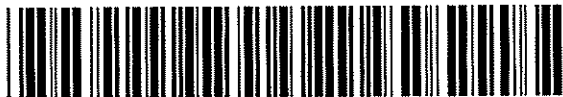
Federal Tax I.D. Number

Address (Street)

Address (City, State, Zip)

The Hiring Contractor should retain the original. Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.

Division Date Stamp Here



TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

EXCEPTION TO APPLICATION OF JOINT AGREEMENT TO AFFIRM INDEPENDENT
RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

NOTICE OF DECLARATION

The undersigned Hiring Contractor and the undersigned Independent Contractor declare that the Joint Agreement to Affirm Independent Relationship for Certain Building and Construction Workers (as recorded on DWC FORM-83) does not apply to the subsequent hiring agreement between the Hiring Contractor and Independent Contractor. Nothing in this declaration otherwise nullifies the Joint Agreement to Affirm Independent Relationship for Certain Building and Construction Workers as it applies to other hiring agreements made during the term of the joint agreement.

DATE OF JOINT AGREEMENT TO AFFIRM INDEPENDENT
RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION
WORKERS

DATE OF SUBSEQUENT HIRING AGREEMENT TO WHICH THIS
FORM APPLIES

LOCATION OF SPECIFIC JOB SITES NOT AFFECTED BY JOINT AGREEMENT: _____

NAME OF HIRING CONTRACTOR

NAME OF INDEPENDENT CONTRACTOR

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier changes
during the effective period of coverage, it is advisable for the Hiring Contractor to file
this form with the new insurance carrier.

Federal Tax I.D. Number

Signature of Hiring Contractor

Date

Address (Street)

Printed Name of Hiring Contractor

Address (City, State, Zip)

Independent Contractor's Affirmation

Federal Tax I.D. Number

Signature of Independent Contractor

Date

Address (Street)

Printed Name of Independent Contractor

Address (City, State, Zip)

The Hiring Contractor should retain the original. Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.

Division Logo Stamp Here



TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.121(2) defines "independent contractor" as follows: (1) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who ordinarily: (A) acts as the employer of any employee of the contractor by paying wages, directing activities, and performing other similar functions characteristic of an employer-employee relationship; (B) is free to determine the manner in which the work or service is performed, including the hours of labor or method of payment to any employee; (C) is required to furnish or have his employees, if any, furnish necessary tools, supplies, or materials to perform the work or service; and (D) possesses the skills required for the specific work or service.

AGREEMENT BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR
TO ESTABLISH INDEPENDENT RELATIONSHIP

Notice of Agreement

The undersigned General Contractor and the undersigned Subcontractor hereby declare that:

- (A) the Subcontractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.121;
- (B) the Subcontractor is operating as an independent contractor as that term is defined under Section 406.121 of the Act;
- (C) the Subcontractor assumes the responsibilities of an employer for the performance of work; and
- (D) the Subcontractor and the Subcontractor's employees are not employees of the General Contractor for purposes of the Act.

TERM (DATES) OF AGREEMENT: FROM: _____
TO: _____

Name of General Contractor

Name of Subcontractor

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER
THIS IS A BLANKET AGREEMENT):

Estimated number of employees affected:

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE
DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.122 .

General Contractor's Affirmation

If the General Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the General Contractor to file this form with the new insurance carrier.

Federal Tax I. D. Number

Signature of General Contractor

Date

Address (Street)

Printed Name of General Contractor

Address (City, State, Zip)

Subcontractor's Affirmation

Federal Tax I. D. Number

Signature of Subcontractor

Date

Address (Street)

Printed Name of Subcontractor

Address (City, State, Zip)

The General Contractor should retain the original. The Subcontractor should also retain a copy of the agreement. This form is not required to be filed with the Division, and may be provided to the insurance carrier.

Division Data Stamp Here



TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

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SECTION 01000 – GENERAL REQUIREMENTS

The Contractor shall furnish all labor, superintendence, materials, machinery, equipment, tools, and transportation necessary to complete the work required for the **DELTA PLANNED WATER LINE REPLACEMENT** as shown on the drawings and as required in these specifications.

The project shall be constructed complete, including all incidentals and subsidiary work and all clean up of the work area, with all costs thereof being included in the prices in the proposal.

Nighttime, Weekend, and Holiday work: This project may require that the Contractor work outside his or her normal working day including working outside the hours of 7:00 a.m. to 3:30 p.m.; exceeding an eight-hour work day, Monday through Friday or working on Saturdays, Sundays, or legal Holidays. A normal working day shall be defined as Monday through Friday from 7:00 a.m. to 3:30 p.m. with the exception of legal Holidays. Working outside the Contractors normal hours may be required by a property owner with special needs, a business owner, a school or governmental agency, or a regulating agency. The Contractor should take this matter into account when visiting the project site and estimating the time and cost to complete the project. The Contractor should feel comfortable that he or she can complete the job in the time allotted. If the Contractor does not feel that the time allotted is sufficient, he or she should raise this question before the bid opening. After a low bidder is accepted and a notice to proceed is given, no additional time will be granted for incidents related to this matter.

- a. If the Contractor desires to perform any work between the hours of 3:30 p.m. and 7 a.m., or Saturdays, Sundays or national holidays, it shall make the request in writing to do so at least one week before it starts such work. The Contractor shall acquire any necessary permits associated with the work and comply with all permit conditions and all laws and ordinance relating thereto.
- b. The Contractor shall reimburse the Owner for additional costs incurred as a result of providing additional inspection personnel when the Contractor performs the nighttime, weekend or holiday work. Additional inspection costs will be at a rate equal to the actual cost to the Owner. Additional inspection costs will be recovered in the form of a credit to the Owner in a subsequent Change Order and deducted in the interim form from each month's pay request.
- c. The Contractor shall reimburse the City of El Paso for additional costs incurred as a result of providing additional inspection personnel when the Contractor performs the nighttime, weekend or holiday work. Additional inspection costs will be at a per hour rate as called out by the City of El Paso and the applicable city department for which inspection services are needed.

Plans for the Contractor: The Contractor will not be furnished full size sets of plans and specifications (refer to SC-2.02).

Construction Sequence: The Contractor can simultaneously work on a **maximum of two street sections** within the scope of this project. The Contractor can move on to a new section of street only when he has completed the work on one of the previous sections and it has been approved by the Engineer. The work on each street must be continuous on each street opened until it is completed. The Contractor shall maintain a full crew, in addition to the Superintendent, made up of at least six personnel at each street section. The six personnel shall be at a minimum the following: one (1) Foreman, one (1) Equipment Operator, one (1) Pipe layer and three (3) utility laborers.

Materials and Workmanship: The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing all necessary materials, of high quality, required to produce a fully functional project and protecting them adequately until they are incorporated in the work.

The specifications for materials, methods and workmanship set out the minimum standards of quality which the Owner believes necessary to procure satisfactory facilities. The presence or absence of the Engineer, or his representative, on the construction site does not, in any manner, relieve the Contractor of full responsibility for complying with these specifications.

DELTA PLANNED WATER LINE REPLACEMENT

Approval of Materials: All materials shall be new and shall be designed for the function and service specified. No equipment or materials shall be used in the project except that which has been approved by the Engineer. Approval for installation, or incorporation in the project, will be made only after submittal and examination of shop and installation drawings, manufacturers' specifications, test results or other data required. Final approval and acceptance of material will be made only after such material has met all specified tests.

Protection of Existing Utilities and Structures: The Contractor shall exercise care to prevent damage to, and shall be liable for any damage to, and for maintenance and protection of such lines and structures as are shown on the drawings or otherwise brought to the attention of the Contractor or of which he should reasonably be aware of. The Contractor shall not cut, remove, change, or disturb any existing lines or structures, except as provided by the plans and these specifications, without the express permission of the owner of any such line. Utility adjustments or relocations will be accomplished by the owner of each utility. The Contractor shall provide the utility owner with reasonable advance notice to perform the required adjustments and relocations.

Construction and Support Facilities: Locate field storage sheds and other support facilities for easy access to the work at sites approved by the Engineer.

Maintain storage and fabrication sheds, temporary sanitary facilities, waste disposal systems, and project signs until substantial completion. Immediately after substantial completion remove these facilities.

Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities, and drinking water facilities. Comply with governing regulations including safety and health codes for the type, number, location, operation, and maintenance of fixtures and facilities; provide not less than specified requirements. Install facilities in location that will best serve the project's needs.

Supply and maintain toilet tissue, paper towels, paper cups, and similar disposable materials as appropriate for each facility. Provide appropriated covered waste containers for used material.

Drinking Water: Provide potable water approved by local health authorities.

Contractor's Use of Premises: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.

Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

Keep driveway and entrances serving the premises clear and available to Owner and the Owner's employees at all times. No storage of construction materials will be allowed within City of El Paso right-of-way (streets, alleys, and parkways).

Water for Construction:

1. PROJECT WATER: The Contractor shall make his own arrangements for a supply of potable drinking water for his employees and shall keep such supply available at all times.

Water to be used for construction and testing shall be furnished to the Contractor by the Owner under set conditions and charges contained in the Rules and Regulations adopted by the Public Service Board, specified as Instructions to Contractors Requesting Fire Hydrant Meter. The Contractor shall pay for water used at cost, with no mark up.

1.2 Instructions to Contractors Requesting Fire Hydrant Meter:

- 1.2.1 The Contractor must complete a Fire Hydrant Meter Application for a fire hydrant meter with Engineering Developer Services Section of the El Paso Water Utilities, located on the third floor of the El Paso Water Utilities Building, 1154 Hawkins Blvd. For

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information, please contact 594-5635 or 594-5539. Deposit and Set-up/ Removal fee are due at application. Deposit for a fire hydrant meter is \$ 2,000.00, as may be amended by PSB Rules and Regulations. Set-up/Removal fee is \$125.00. Billing rate for construction water will be as established in the latest Rules and Regulations.

- 1.2.2 The Engineering Developer Services Section will forward the application form to the Fire Department for approval. The Fire Department will approve within 48 hours of receipt of the application.
 - 1.2.3 Water Distribution Section will have the meter installed within 48 hours after approval by the Fire Department and Engineering Developer Services Section. The Contractor must coordinate with Water Supply Section at 594-5782 to have a Contractor's Representative at the specified fire hydrant for the installation of the meter. The Contractor shall be responsible to secure the valve on the meter to ensure unauthorized use.
 - 1.2.4 **Reading will be taken monthly from the fire hydrant meter by Utility Personnel. Consumption will be billed monthly by the 15th of the month. Payment is due 10 working days later. If not paid, fire hydrant meter will be removed.**
 - 1.2.5 Immediately after completion of the construction project, the Contractor must complete the **Meter Removal Form** requesting removal of the meter. The Utility will remove the meter within two working days.
 - 1.2.6 A final bill will be consolidated for any damages to the fire hydrant or the fire hydrant meter in addition to any assessments due to violations. Charges will be deducted from the original deposit. Any shortages must be paid before Final Acceptance of the project will be made; any overages will be refunded within 15 days of payment of the final bill.
- 1.3 Notes to Contractors:
- 1.3.1 Additional fire hydrant meters will not be issued for other fire hydrants within a 2000-foot radius of the fire hydrant requested. Deposits and Set-up/ Removal fees are due for each meter on a project.
 - 1.3.2 The fire hydrant meter shall not be moved for any reason by the Contractor. If the Contractor needs to move the meter to another fire hydrant, the Contractor must contact Engineering Developer Services Section at 594-5635 or 594-5539 to apply for another fire hydrant meter. Fire Department approval for the new meter location is also required.
 - 1.3.3 Neither non-metered consumption, removal of the meter, nor tampering with the Fire Hydrant or valve will be allowed under any circumstances. The Contractor agrees that by executing the Fire Hydrant Meter Application any violations of these requirements shall be grounds for **immediate removal of the meter and a \$500 assessment for water losses for each occurrence.**
 - 1.3.4 The adapter that is installed for use of the Fire Department on the fire hydrant meter **must not** be removed. This is considered as tampering and violation fees will be assessed.

The Contractor may, with approval of the Engineer, make other arrangements and secure water for construction purposes from a source of his own choosing. Said water will be potable.

Electric Power For Construction: The Contractor shall make his own arrangements for electric power for construction purposes, at his expense.

Emergency Communication Procedures: Since it is necessary that prompt action be taken in case of an emergency which threatens the operation of the existing facilities, the Contractor shall maintain, at all times during construction, a local telephone listing where responsible supervisory personnel may be contacted twenty-four hours a day. The telephone number shall be given to the Engineer so that contact can be made in the event of an emergency.

Pipeline Route Video-Taping: Before starting construction, the contractor will videotape the pipeline route in the presence of the Engineer for submission to the El Paso Water Utilities. Streets will be wetted by water truck immediately prior to starting of videotape in order to improve visibility of pre-existing ponding conditions. The cost of wetting by water truck is incidental to the videotaping line item. When videotaping pipeline routes, videotape

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from the side of the street that is opposite the proposed pipeline location. The videotape shall include a clear view of the pipeline route from the street or alley centerline to the property line and adjacent building. When videotaping the pipeline route for the proposed cross street water line replacements, include a view from property line to property line and from ten (10) feet past each side of the pipeline location.

The video shall be of digital quality and dated. Truck mounted videos will not be accepted.

The videotape must be narrated to include a description of the route being videotaped. Master videotape is to be converted to DVD format.

One (1) copy of videotape and DVD is to be provided to the Owner.

One (1) copy of videotape is to be provided to Engineer.

One (1) copy of videotape is to be kept by Contractor.

END OF SECTION

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SECTION 01010 – SPECIAL CONDITIONS

PART 1 – GENERAL

1.1 SCOPE OF WORK

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other agencies under his control.

1.2 DUST CONTROL

The Contractor shall take proper steps and procedures to prevent abnormal dust conditions caused by his operation in connection with this Contract on unpaved roads used by the Contractor or his subcontractors, excavation or fill areas, demolition operations, or other activities. Dust control shall be achieved either by sprinkling, the use of dust palliative, the modification of operations, or any other means acceptable to the Health or Environmental Control Agency having jurisdiction.

1.3 NOISE ABATEMENT

In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. In residential areas, particular consideration shall be given to noise generated by repair and service activities during the early morning or night hours. Contractor shall comply with limits set by the El Paso City County Health Municipal Code, Chapter 9.40.

1.4 REMOVED MATERIALS

Salvaged fire hydrant assemblies removed during the course of the work shall be returned and delivered by the Contractor to the El Paso Water Utilities storage facilities, located at 210 North Lee Street, El Paso, Texas 79901. The equipment submittal must be coordinated with El Paso Water Utilities personnel. The Contractor should acquire a receipt for the equipment submitted. The Contractor must submit receipts to Engineer from the E.P.W.U. property control manager verifying that the hydrants have been delivered before requesting payment for each salvaged hydrant.

1.5 DAMAGE TO PRIVATE PROPERTY

The Contractor shall be responsible for any damage to private property caused by the construction project. The Contractor upon receipt of a complaint of damage shall, within five (5) working days, respond in writing with a proposal to repair said damage or a letter stating the reason why the damage was not caused by the construction. The Contractor will provide the Engineer with a copy of the letter.

Except for extenuating circumstances beyond the control of the Contractor, the damage shall be repaired completely within ten (10) working days of the complaint.

END OF SECTION

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SECTION 01015 – CONTROL OF WORK

PART 1 GENERAL

1.01 WORK PROGRESS

- A. The Contractor shall furnish personnel and equipment which will be efficient, appropriate and skilled enough to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work within the time stipulated in the Agreement. If at any time such personnel or equipment appears to the Engineer to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character or increase the personnel and equipment, and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.02 PRIVATE LAND

- A. The Contractor shall not enter or occupy private land outside of acquired rights-of-way or easements, except by written permission of the Owner.

1.03 WORK LOCATIONS

- A. Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or utilities or for other reasons. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required to make a complete working system.

1.04 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access during construction shall be removed when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of open trench, prohibiting stacking of excavated material in the street, and requiring that the trench shall not remain open overnight.
- B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be protected with barricades having flashing warning lights at all times when appropriate to insure safety and when construction is not in progress.
- C. The Contractor shall take appropriate measures to prevent any surface flow from entering any open excavation at any time, including flow from any defined watercourse or overland flow during or following a rainfall event or storm.
- H. No open trenches will be allowed overnight for any reason, unless approved in writing by R.O.W. agency.

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1.05 TEST PITS

- A. Test pits for the purpose of locating underground utilities or structures in advance of the construction shall be excavated and backfilled by the Contractor. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Engineer.

1.06 DISTRIBUTION SYSTEMS AND SERVICES

- A. The Contractor shall not interrupt water, sewer, gas, telephone, cable TV, or other utility services without the written permission of the utility owner.
- B. If it appears that utility service will be interrupted for an extended period, the Engineer may order the Contractor to provide temporary service lines. Inconvenience to the users shall be minimized, consistent with existing conditions. The safety and integrity of the system is of prime importance in scheduling work.
- C. The Contractor shall not move, cut, or relocate private utilities (gas, electric, telephone, cable TV, etc.) without the written permission of the appropriate utility company.

1.07 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to building utilities, in the street, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense, or in the case of private utilities, repaired by that utility at the Contractor's expense.
- B. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities. Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the work under the Contract and all costs in connection therewith shall be included in the unit prices established in the Bid.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by Owner is required, he may direct the Contractor in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Owner will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the Owner and Utility and shall have no claim for delay due to such relocation. The Contractor shall notify public utility companies in writing at least 72 hours (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

1.08 MAINTENANCE OF TRAFFIC

- A. Unless permission to close a street is received in writing from the appropriate authority, all excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety satisfactory to the proper authority.

DELTA PLANNED WATER LINE REPLACEMENT

- B. Detours around construction will be subject to the approval of the Traffic Control Plan. Where detours are permitted the Contractor shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured, the Contractor shall expedite construction operations, and periods when traffic is being detoured will be strictly controlled by the and/or right-of-way Owner.
- C. The Contractor shall take precautions to prevent injury to the public due to open trenches and boring pits. Night watchmen may be required where special hazards exist, or police protection provided for traffic while work is in progress. The Contractor shall be fully responsible for damage or injuries whether or not police protection has been provided.

1.09 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Engineer.
- B. The Contractor upon receipt of a complaint of damage shall within 24 hours respond in writing with a proposal to repair said damage or a letter with reasons explaining why the damage was not caused by the construction. The damage shall be repaired completely within 15 days of the complaint. If the damages are not repaired within the 15 days stated above, the owner may perform the repairs and back charge the contractor.
- C. All sidewalks, which are disturbed by the Contractor's operations, shall be restored to their original or better condition by the use of similar or comparable materials. All curbing shall be restored to a condition equal to or better than the original construction and in accordance with the best modern practice.
- D. Along the location of this Work all fences, walks, bushes, trees, shrubbery, and other physical features shall be protected and restored to a condition equal to or better than the original construction and in accordance with the best modern practice.
- E. Trees close to the work shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification of the Engineer. All injuries to bark, trunk, limbs, and roots of trees shall be repaired by dressing, cutting, and painting according to approved methods, using only approved tools and materials.
- F. The protection, removal, and replacement of existing physical features along the line work, including existing utilities, of shall be a part of the work under the Contract, and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the items in the Bid Form.

1.10 MAINTENANCE OF FLOW

- A. The Contractor shall at his own cost, provide for the flow of sewers, drains and watercourses interrupted during the progress of the Work, and shall immediately cart away and remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer and the Owner well in advance of the interruption of any flow. Restoration of water and/or sewer service, temporarily or accidentally disrupted, shall have priority over all other work. Such service shall be restored immediately.
- B. Contractor shall provide sufficient personnel to assist in proper notification to all customers affected by temporary water shut-off.
- C. All spillage and offensive matter to be removed from the site and disposed of by the Contractor shall be taken to waste treatment plant facilities, landfills, or other suitable facilities acceptable to the Engineer and the facility owner and in compliance with all applicable regulations. Contractor shall bear all cost of

DELTA PLANNED WATER LINE REPLACEMENT

removal, transportation and disposal to the proper site.

1.11 DISPOSAL OF EXCESS EXCAVATED AND OTHER WASTE MATERIALS

- A. All excess material (suitable or unsuitable) and all vegetation, trash, debris, etc., from the excavation shall be disposed of off-site at a location approved by the Owner.
- B. Unacceptable disposal sites include, but are not limited to, sites within a wetland or critical habitat and sites where disposal will have a detrimental effect on surface water or groundwater quality or restrict the flows of such waters. A list of approved disposal sites can be obtained at the different state and city agencies.
- C. The Contractor shall make his own arrangements for disposal subject to submission of proof to the Owner that the owner(s) of the proposed site(s) have a valid fill permit issued by the appropriate governmental agency and submission of a haul route plan including a map of the proposed route(s).
- D. The Contractor shall provide watertight conveyance of any liquid, semi-liquid, or saturated solids, which tend to bleed or leak during transport. No liquid loss from transported materials will be permitted whether being delivered to the construction site or being hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at the selected disposal site.
- E. The Contractor shall comply with all necessary permits, licenses, and authorizations regarding the removal, transport and disposal of sludge as are required by all applicable Federal, State and local laws and regulations.
- F. The Owner may suspend operations of the Contractor, at its discretion, for alleged non-compliance with Texas Water Commission or Environmental Protection Agency regulations.

1.12 PROTECTION OF AIR QUALITY

- A. Air pollution shall be minimized by wetting down bare soils during windy periods, or as requested by Engineer by requiring the use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and by encouraging the shutdown of motorized equipment not actually in use.
- B. Trash burning will not be permitted on the construction site without the Owner's approval.
- C. If temporary heating devices are necessary for protection of the work, such devices shall be of a type that will not cause pollution of the air.

1.13 USE OF CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture or other applicable regulatory agency. Use of all such chemicals and disposal of residues shall be in conformance with the manufacturer's instructions.

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1.14 NOISE AND DUST CONTROL

- A. The Contractor shall so conduct his operations that they will not annoy the residents in the vicinity of the work, and shall comply with all applicable local ordinances. Compressors, hoists, and other apparatus shall be equipped with such mechanical devices as may be necessary to minimize noise and dust. Compressors shall be equipped with silencers on intake lines. All gasoline or oil operated equipment shall be equipped with silencers or mufflers on intake and exhaust lines. Storage bins and hoppers shall be lined with material that will deaden the sounds if directed by Engineer. The operation of dumping rock and of carrying rock away in trucks shall be so conducted as to cause a minimum of noise and dust. Vehicles carrying rock, concrete, or other material shall be routed over such streets as will cause the least annoyance to the public and shall not be operated on public streets between the hours of 6 p.m. and 7 a.m. or on Saturdays, Sundays or legal holidays unless approved by the Owner. The Contractor shall comply with the City of El Paso Municipal Code 9.40.030 for exterior noise standards as per applicable noise zone. The City Department of Health will ultimately determine the actual noise level readings in case of a complaint. The Contractor shall immediately correct its actions to minimize the noise and to bring it to city compliance.
- B. All unpaved streets, roads, detours, or haul roads used in the construction area shall be given an approved dust-preventive treatment or periodically watered to prevent dust of at least twice a day or as directed by the R.O.W. jurisdictional agency Inspector, Owner and/or Engineer. Applicable environmental regulations for dust prevention shall be strictly enforced.

1.15 CLEANUP

- A. During the course of the Work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, pipe, lumber, equipment, temporary structures, vegetation and any other refuse remaining from the construction operations, and shall leave the entire site of the Work in a neat and orderly condition at the end of each working day.

1.16 CONTRACTOR'S QUALITY CONTROL

- A. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these Contract Documents; and it shall be the duty of the Contractor to call the Engineer's attention to apparent errors or omissions and request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.
- B. At the option of the Engineer, materials to be supplied under this Contract will be tested and/or inspected either at their place of origin or at the site of the work. The Contractor shall give the Engineer written notification well in advance of actual readiness of materials to be tested and/or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall it preclude retesting or reinspection at the site of the work.
- C. Material, which will require testing and inspection at the place of origin, shall not be shipped prior to such testing and inspection.

END OF SECTION

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SECTION 01016 - TRENCH SAFETY SYSTEMS

1.1 SPECIAL CONDITIONS

- A. The Contractor will be required to install a trench safety system to provide for the safe excavation of all trenches exceeding a depth of five (5) feet as per OSHA standards.
- B. It shall be the duty and responsibility of the Contractor and all of its subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. Secs. 651 et. seq., the Occupational Safety and Health Act of 1970 (OSHA), and all amendments thereto, and to enforce and comply with all of the provisions of this Act. In addition, on projects in which trench excavation will exceed a depth of five feet, the Contractor and all of its subcontractors shall comply with all requirements of 29 C.F.R. Secs., 1926.652 and 1926.653, OSHA Safety and Health Standards, which are more fully described herein.
- C. The successful responsible bidder will be required to submit 3 sets of trench excavation plans with a trench safety system to the Owner for review within 15 consecutive days after Award of Contract.

Plans must be designed and sealed by a professional engineer registered in the State of Texas with professional experience in geotechnical engineering. The Contractor is responsible for obtaining borings and soil analysis as required for the design and preparation of the trench excavation plan and trench safety system. The trench excavation plan and the trench safety system are to be designed in conformance with OSHA standards and regulations.

No trenching in excess of five (5) feet below existing grade will be allowed until the trench excavation plan is reviewed and returned as approved to the Contractor. Any changes in the trench excavation plan after initiation of construction will not cause an Extension of Time or Change Order but such changes will require the same review process as the original excavation plan.

The Contractor accepts sole responsibility for compliance with all applicable safety requirements. The review is only for general conformance with OSHA safety standards; and review of the trench excavation plan does not relieve the Contractor of any or all construction means, methods, techniques, and procedures. Any property damage or bodily injury, including death, that arises from use of the trench excavation plan shall remain the sole responsibility and liability of the Contractor.

1.2 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owner, its employees and agents, from any and all damages, costs (including without limitation, legal fees, court costs, and the cost of investigation), judgments or claims, by anyone, including workers or the general public, for injury or death of persons resulting from the collapse or failure of trenches constructed under this contract.

The Contractor acknowledges and agrees that this indemnity provision provides indemnity for the Owner in case that claims are made that the Owner is negligent either by act or omission in providing for trench safety, including, but not limited to inspections, failure to issue stop work orders, and the hiring of the Contractor.

1.3 TECHNICAL SPECIFICATIONS

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A. Description:

This section shall govern the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project including all additional excavation and backfill necessitated by the safety system. The trench safety systems shall be suitable for construction or pipe-lines, utilities, etc., that are installed below grade and shall be sufficient to fully protect public or private property including other existing utilities and structures below, or above grade. Trench Safety Systems include but are not limited to sloping of side of excavation, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering, or diversion of water to provide adequate drainage.

The Contractor shall be responsible for the design of systems, and procedures such as the use of sheet piling, shoring, or other means of temporary support to protect existing buildings, streets, highways, water conveying structures, or any other structures. In the case of existing utilities, the contractor may elect to remove the utilities under the stipulated condition that the removal and subsequent replacement of these utilities shall meet with the approval of the Engineer, the Owner, the Utility Owner, and all agencies having jurisdiction of the structure or property. In all cases, the Contractor shall be fully responsible for the protection of public, or private property and for the protection of any person or persons who, as a result of the Contractor's work, may be injured.

B. Construction Methods:

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavations, Trenching, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29 CFR, Part 1926. Subpart P, as amended including proposed Rules published in the Federal Register (Vol. 54, No. 209) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature (H.B. No. 662 and H.B. No. 665) with regard to Trench Safety Systems is hereby also incorporated, by reference, into these specifications.

1.4 SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavations together with the trench excavation plans for Trench Safety Systems. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

Contractors have two generally accepted methods, or combinations thereof, to meet OSHA Standards for Trench Excavations:

1. Utilization of Trench Box.
2. Shoring, Sheeting, and Bracing Methods.

A Contractor electing to utilize a Trench Box must submit physical dimensions, materials, position in the trench, expected loads, and the strength of the box. The Trench Box shall be designed by a Professional Engineer. No claims for delay will be permitted.

Contractor electing to utilize Shoring, Sheeting, and Bracing must submit dimensions and materials of all uprights, stringers, cross-bracing, and spacing required to meet OSHA requirements, all designed by a Professional Engineer. No claims for delay will be permitted.

1.5 INSPECTION

DELTA PLANNED WATER LINE REPLACEMENT

The Contractor shall provide a qualified person to make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. The Contractor shall maintain a permanent record of daily inspections.

If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility, and prerogative of the Contractor, not the Owner or the Owner's designated representative, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

1.6 EMERGENCIES

In an emergency situation, which may threaten or affect the safety or welfare of persons or property, the Contractor shall act at his discretion to prevent possible damage, injury, or loss. Any additional compensation or extension of time claimed for such action shall be considered in view of the cause of the emergency and in accordance with the General Conditions.

OSHA SAFETY AND HEALTH REGULATIONS PART 1926: *(see Attached)*

END OF SECTION

• OSHA REGULATIONS •

• REGARDING TRENCH SAFETY (FROM FEDERAL REGISTER)

(2) The employer shall ensure that there is in the vicinity of each barge in use at least one U.S. Coast Guard-approved 30-inch lifering with not less than 90 feet of line attached, and at least one portable or permanent ladder which will reach the top of the apron to the surface of the water. If the above equipment is not available at the pier, the employer shall furnish it during the time that he is working the barge.

(3) Employees walking or working on the unguarded decks of barges shall be protected with U.S. Coast Guard-approved work vests or buoyant vests.

(e) *Commercial diving operations.* Commercial diving operations shall be subject to subpart T of part 1910, §§ 1910.401-1910.441, of this chapter.

[39 FR 22801, June 24, 1974, as amended at 42 FR 37674, July 22, 1977]

§ 1926.606 Definitions applicable to this subpart.

(a) *Apron*—The area along the waterfront edge of the pier or wharf.

(b) *Bulwark*—The side of a ship above the upper deck.

(c) *Coaming*—The raised frame, as around a hatchway in the deck, to keep out water.

(d) *Jacob's ladder*—A marine ladder of rope or chain with wooden or metal rungs.

(e) *Rail*, for the purpose of § 1926.605, means a light structure serving as a guard at the outer edge of a ship's deck.

Subpart P—Excavations

AUTHORITY: Sec. 107, Contract Worker Hours and Safety Standards Act (Construction Safety Act) (40 U.S.C. 333); Secs. 4, 6, 8, Occupational Safety and Health Act of 1970 (29 U.S.C. 653, 655, 657); Secretary of Labor's Order No. 12-71 (36 FR 8754), 8-76 (41 FR 25059), or 9-83 (48 FR 35736), as applicable, and 29 CFR part 1911.

SOURCE: 54 FR 45959, Oct. 31, 1989, unless otherwise noted.

§ 1926.650 Scope, application, and definitions applicable to this subpart.

(a) *Scope and application.* This subpart applies to all open excavations made in the earth's surface. Excavations are defined to include trenches.

(b) *Definitions applicable to this subpart.*

Accepted engineering practices means those requirements which are compatible with standards of practice required by a registered professional engineer.

Aluminum Hydraulic Shoring means a pre-engineered shoring system comprised of aluminum hydraulic cylinders (crossbraces) used in conjunction with vertical rails (uprights) or horizontal rails (walers). Such system is designed, specifically to support the sidewalls of an excavation and prevent cave-ins.

Bell-bottom pier hole means a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a belled shape.

Benching (Benching system) means a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or a series of horizontal levels or steps, usually with vertical or near-vertical surfaces between levels.

Cave-in means the separation of a mass of soil or rock material from the side of an excavation, or the loss of soil from under a trench shield or support system, and its sudden movement into the excavation, either by falling or sliding, in sufficient quantity so that it could entrap, bury, or otherwise injure and immobilize a person.

Competent person means 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.

Cross braces mean the horizontal members of a shoring system installed perpendicular to the sides of the excavation, the ends of which bear against either uprights or wales.

Excavation means any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.

Faces or sides means the vertical or inclined earth surfaces formed as a result of excavation work.

Failure means the breakage, displacement, or permanent deformation of a structural member or connection so as to reduce its structural integrity and its supportive capabilities.

Hazardous atmosphere means an atmosphere which by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful, may cause death, illness, or injury.

Kickout means the accidental release or failure of a cross brace.

Protective system means a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

Ramp means an inclined walking or working surface that is used to gain access to one point from another, and is constructed from earth or from structural materials such as steel or wood.

Registered Professional Engineer means a person who is registered as a professional engineer in the state where the work is to be performed. However, a professional engineer, registered in any state is deemed to be a "registered professional engineer" within the meaning of this standard when approving designs for "manufactured protective systems" or "tabulated data" to be used in interstate commerce.

Sheeting means the members of a shoring system that retain the earth in position and in turn are supported by other members of the shoring system.

Shield (Shield system) means a structure that is able to withstand the forces imposed on it by a cave-in and thereby protect employees within the structure. Shields can be permanent structures or can be designed to be portable and moved along as work progresses. Additionally, shields can be either premanufactured or job-built in accordance with § 1926.652 (c)(3) or (c)(4). Shields used in trenches are usually referred to as "trench boxes" or "trench shields."

Shoring (Shoring system) means a structure such as a metal hydraulic, mechanical or timber shoring system that supports the sides of an excavation and which is designed to prevent cave-ins.

Sides. See "Faces."

Sloping (Sloping system) means a method of protecting employees from cave-ins by excavating to form sides of an excavation that are inclined away from the excavation so as to prevent cave-ins. The angle of incline required to prevent a cave-in varies with differences in such factors as the soil type, environmental conditions of exposure, and application of surcharge loads.

Stable rock means natural solid mineral material that can be excavated with vertical sides and will remain intact while exposed. Unstable rock is considered to be stable when the rock material on the side or sides of the excavation is secured against caving-in or movement by rock bolts or by another protective system that has been designed by a registered professional engineer.

Structural ramp means a ramp built of steel or wood, usually used for vehicle access. Ramps made of soil or rock are not considered structural ramps.

Support system means a structure such as underpinning, bracing, or shoring, which provides support to an adjacent structure, underground installation, or the sides of an excavation.

Tabulated data means tables and charts approved by a registered professional engineer and used to design and construct a protective system.

Trench (Trench excavation) means a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4.6 m). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4.6 m) or less (measured at the bottom of the excavation), the excavation is also considered to be a trench.

Trench box. See "Shield."

Trench shield. See "Shield."

Uprights means the vertical members of a trench shoring system placed in contact with the earth and usually positioned so that individual members do not contact each other. Uprights placed so that individual members are closely spaced, in contact with or

interconnected to each other, are often called "sheeting."

Wales means horizontal members of a shoring system placed parallel to the excavation face whose sides bear against the vertical members of the shoring system or earth.

§ 1926.651 Specific excavation requirements.

(a) *Surface encumbrances.* All surface encumbrances that are located so as to create a hazard to employees shall be removed or supported, as necessary, to safeguard employees.

(b) *Underground installations.* (1) The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined prior to opening an excavation.

(2) Utility companies or owners shall be contacted within established or customary local response times, advised of the proposed work, and asked to establish the location of the utility underground installations prior to the start of actual excavation. When utility companies or owners cannot respond to a request to locate underground utility installations within 24 hours (unless a longer period is required by state or local law), or cannot establish the exact location of these installations, the employer may proceed, provided the employer does so with caution, and provided detection equipment or other acceptable means to locate utility installations are used.

(3) When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.

(4) While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

(c) *Access and egress*—(1) *Structural ramps.* (i) Structural ramps that are used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a competent person qualified in

structural design, and shall be constructed in accordance with the design.

(ii) Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent displacement.

(iii) Structural members used for ramps and runways shall be of uniform thickness.

(iv) Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.

(v) Structural ramps used in lieu of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

(2) *Means of egress from trench excavations.* A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet (1.22 m) or more in depth so as to require no more than 25 feet (7.62 m) of lateral travel for employees.

(d) *Exposure to vehicular traffic.* Employees exposed to public vehicular traffic shall be provided with, and shall wear, warning vests or other suitable garments marked with or made of reflectorized or high-visibility material.

(e) *Exposure to falling loads.* No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with § 1926.601(b)(6), to provide adequate protection for the operator during loading and unloading operations.

(f) *Warning system for mobile equipment.* When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

(g) *Hazardous atmospheres*—(1) *Testing and controls*. In addition to the requirements set forth in subparts D and E of this part (29 CFR 1926.50–1926.107) to prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric conditions, the following requirements shall apply:

(i) Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet (1.22 m) in depth.

(ii) Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or ventilation in accordance with subparts D and E of this part respectively.

(iii) Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of the gas.

(iv) When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

(2) *Emergency rescue equipment*. (i) Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.

(ii) Employees entering bell-bottom pier holes, or other similar deep and confined footing excavations, shall wear a harness with a life-line securely attached to it. The lifeline shall be separate from any line used to handle materials, and shall be individually attended at all times while the employee

wearing the lifeline is in the excavation.

(h) *Protection from hazards associated with water accumulation*. (1) Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

(2) If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operations shall be monitored by a competent person to ensure proper operation.

(3) If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person and compliance with paragraphs (h)(1) and (h)(2) of this section.

(i) *Stability of adjacent structures*. (1) Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

(2) Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees shall not be permitted except when:

(i) A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure; or

(ii) The excavation is in stable rock; or

(iii) A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be

unaffected by the excavation activity; or

(iv) A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.

(3) Sidewalks, pavements, and appurtenant structure shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.

(j) *Protection of employees from loose rock or soil.* (1) Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.

(2) Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet (.61 m) from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

(k) *Inspections.* (1) Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.

(2) Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees

shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.

(l) Walkways shall be provided where employees or equipment are required or permitted to cross over excavations. Guardrails which comply with § 1926.502(b) shall be provided where walkways are 6 feet (1.8 m) or more above lower levels.

[54 FR 45959, Oct. 31, 1989, as amended by 59 FR 40730, Aug. 9, 1994]

§ 1926.652 Requirements for protective systems.

(a) *Protection of employees in excavations.* (1) Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with paragraph (b) or (c) of this section except when:

(i) Excavations are made entirely in stable rock; or

(ii) Excavations are less than 5 feet (1.52m) in depth and examination of the ground by a competent person provides no indication of a potential cave-in.

(2) Protective systems shall have the capacity to resist without failure all loads that are intended or could reasonably be expected to be applied or transmitted to the system.

(b) *Design of sloping and benching systems.* The slopes and configurations of sloping and benching systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (b)(1); or, in the alternative, paragraph (b)(2); or, in the alternative, paragraph (b)(3), or, in the alternative, paragraph (b)(4), as follows:

(1) *Option (1)—Allowable configurations and slopes.* (i) Excavations shall be sloped at an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal), unless the employer uses one of the other options listed below.

(ii) Slopes specified in paragraph (b)(1)(i) of this section, shall be excavated to form configurations that are in accordance with the slopes shown for Type C soil in Appendix B to this subpart.

(2) *Option (2)—Determination of slopes and configurations using Appendices A and B.* Maximum allowable slopes, and allowable configurations for sloping

and benching systems, shall be determined in accordance with the conditions and requirements set forth in appendices A and B to this subpart.

(3) *Option (3)—Designs using other tabulated data.* (i) Designs of sloping or benching systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(ii) The tabulated data shall be in written form and shall include all of the following:

(A) Identification of the parameters that affect the selection of a sloping or benching system drawn from such data;

(B) Identification of the limits of use of the data, to include the magnitude and configuration of slopes determined to be safe;

(C) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

(iii) At least one copy of the tabulated data which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.

(4) *Option (4)—Design by a registered professional engineer.* (i) Sloping and benching systems not utilizing Option (1) or Option (2) or Option (3) under paragraph (b) of this section shall be approved by a registered professional engineer.

(ii) Designs shall be in written form and shall include at least the following:

(A) The magnitude of the slopes that were determined to be safe for the particular project;

(B) The configurations that were determined to be safe for the particular project; and

(C) The identity of the registered professional engineer approving the design.

(iii) At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time the design need not be at the jobsite, but a copy shall be made available to the Secretary upon request.

(c) *Design of support systems, shield systems, and other protective systems. De-*

signs of support systems shield systems, and other protective systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (c)(1); or, in the alternative, paragraph (c)(2); or, in the alternative, paragraph (c)(3); or, in the alternative, paragraph (c)(4) as follows:

(1) *Option (1)—Designs using appendices A, C and D.* Designs for timber shoring in trenches shall be determined in accordance with the conditions and requirements set forth in appendices A and C to this subpart. Designs for aluminum hydraulic shoring shall be in accordance with paragraph (c)(2) of this section, but if manufacturer's tabulated data cannot be utilized, designs shall be in accordance with appendix D.

(2) *Option (2)—Designs Using Manufacturer's Tabulated Data.* (i) Design of support systems, shield systems, or other protective systems that are drawn from manufacturer's tabulated data shall be in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.

(ii) Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall only be allowed after the manufacturer issues specific written approval.

(iii) Manufacturer's specifications, recommendations, and limitations, and manufacturer's approval to deviate from the specifications, recommendations, and limitations shall be in written form at the jobsite during construction of the protective system. After that time this data may be stored off the jobsite, but a copy shall be made available to the Secretary upon request.

(3) *Option (3)—Designs using other tabulated data.* (i) Designs of support systems, shield systems, or other protective systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(ii) The tabulated data shall be in written form and include all of the following:

(A) Identification of the parameters that affect the selection of a protective system drawn from such data;

(B) Identification of the limits of use of the data;

(C) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

(iii) At least one copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.

(4) *Option (4)—Design by a registered professional engineer.* (i) Support systems, shield systems, and other protective systems not utilizing Option 1, Option 2 or Option 3, above, shall be approved by a registered professional engineer.

(ii) Designs shall be in written form and shall include the following:

(A) A plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and

(B) The identity of the registered professional engineer approving the design.

(iii) At least one copy of the design shall be maintained at the jobsite during construction of the protective system. After that time, the design may be stored off the jobsite, but a copy of the design shall be made available to the Secretary upon request.

(d) *Materials and equipment.* (1) Materials and equipment used for protective systems shall be free from damage or defects that might impair their proper function.

(2) Manufactured materials and equipment used for protective systems shall be used and maintained in a manner that is consistent with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.

(3) When material or equipment that is used for protective systems is damaged, a competent person shall examine the material or equipment and evaluate its suitability for continued use. If the competent person cannot assure the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be re-

moved from service, and shall be evaluated and approved by a registered professional engineer before being returned to service.

(e) *Installation and removal of support—(1) General.* (i) Members of support systems shall be securely connected together to prevent sliding, falling, kickouts, or other predictable failure.

(ii) Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support system.

(iii) Individual members of support systems shall not be subjected to loads exceeding those which those members were designed to withstand.

(iv) Before temporary removal of individual members begins, additional precautions shall be taken to ensure the safety of employees, such as installing other structural members to carry the loads imposed on the support system.

(v) Removal shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly so as to note any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation.

(vi) Backfilling shall progress together with the removal of support systems from excavations.

(2) *Additional requirements for support systems for trench excavations.* (i) Excavation of material to a level no greater than 2 feet (.61 m) below the bottom of the members of a support system shall be permitted, but only if the system is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the support system.

(ii) Installation of a support system shall be closely coordinated with the excavation of trenches.

(f) *Sloping and benching systems.* Employees shall not be permitted to work on the faces of sloped or benched excavations at levels above other employees except when employees at the lower levels are adequately protected from

the hazard of falling, rolling, or sliding material or equipment.

(g) *Shield systems*—(1) *General.* (i) Shield systems shall not be subjected to loads exceeding those which the system was designed to withstand.

(ii) Shields shall be installed in a manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads.

(iii) Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.

(iv) Employees shall not be allowed in shields when shields are being installed, removed, or moved vertically.

(2) *Additional requirement for shield systems used in trench excavations.* Excavations of earth material to a level not greater than 2 feet (.61 m) below the bottom of a shield shall be permitted, but only if the shield is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the shield.

APPENDIX A TO SUBPART P—SOIL CLASSIFICATION

(a) *Scope and application*—(1) *Scope.* This appendix describes a method of classifying soil and rock deposits based on site and environmental conditions, and on the structure and composition of the earth deposits. The appendix contains definitions, sets forth requirements, and describes acceptable visual and manual tests for use in classifying soils.

(2) *Application.* This appendix applies when a sloping or benching system is designed in accordance with the requirements set forth in §1926.652(b)(2) as a method of protection for employees from cave-ins. This appendix also applies when timber shoring for excavations is designed as a method of protection from cave-ins in accordance with appendix C to subpart P of part 1926, and when aluminum hydraulic shoring is designed in accordance with appendix D. This Appendix also applies if other protective systems are designed and selected for use from data prepared in accordance with the requirements set forth in §1926.652(c), and the use of the data is predicated on the use of the soil classification system set forth in this appendix.

(b) *Definitions.* The definitions and examples given below are based on, in whole or in part, the following: American Society for Testing Materials (ASTM) Standards D653-85 and D2488; The Unified Soils Classification

System, The U.S. Department of Agriculture (USDA) Textural Classification Scheme; and The National Bureau of Standards Report BSS-121.

Cemented soil means a soil in which the particles are held together by a chemical agent, such as calcium carbonate, such that a hand-size sample cannot be crushed into powder or individual soil particles by finger pressure.

Cohesive soil means clay (fine grained soil), or soil with a high clay content, which has cohesive strength. Cohesive soil does not crumble, can be excavated with vertical sideslopes, and is plastic when moist. Cohesive soil is hard to break up when dry, and exhibits significant cohesion when submerged. Cohesive soils include clayey silt, sandy clay, silty clay, clay and organic clay.

Dry soil means soil that does not exhibit visible signs of moisture content.

Fissured means a soil material that has a tendency to break along definite planes of fracture with little resistance, or a material that exhibits open cracks, such as tension cracks, in an exposed surface.

Granular soil means gravel, sand, or silt, (coarse grained soil) with little or no clay content. Granular soil has no cohesive strength. Some moist granular soils exhibit apparent cohesion. Granular soil cannot be molded when moist and crumbles easily when dry.

Layered system means two or more distinctly different soil or rock types arranged in layers. Micaceous seams or weakened planes in rock or shale are considered layered.

Moist soil means a condition in which a soil looks and feels damp. Moist cohesive soil can easily be shaped into a ball and rolled into small diameter threads before crumbling. Moist granular soil that contains some cohesive material will exhibit signs of cohesion between particles.

Plastic means a property of a soil which allows the soil to be deformed or molded without cracking, or appreciable volume change.

Saturated soil means a soil in which the voids are filled with water. Saturation does not require flow. Saturation, or near saturation, is necessary for the proper use of instruments such as a pocket penetrometer or shear vane.

Soil classification system means, for the purpose of this subpart, a method of categorizing soil and rock deposits in a hierarchy of Stable Rock, Type A, Type B, and Type C, in decreasing order of stability. The categories are determined based on an analysis of the properties and performance characteristics of the deposits and the environmental conditions of exposure.

Stable rock means natural solid mineral matter that can be excavated with vertical sides and remain intact while exposed.

Submerged soil means soil which is underwater or is free seeping.

Type A means cohesive soils with an unconfined compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if:

- (i) The soil is fissured; or
- (ii) The soil is subject to vibration from heavy traffic, pile driving, or similar effects; or
- (iii) The soil has been previously disturbed; or
- (iv) The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or greater; or
- (v) The material is subject to other factors that would require it to be classified as a less stable material.

Type B means:

- (i) Cohesive soil with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or
- (ii) Granular cohesionless soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam.
- (iii) Previously disturbed soils except those which would otherwise be classed as Type C soil.
- (iv) Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration; or
- (v) Dry rock that is not stable; or
- (vi) Material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H:1V), but only if the material would otherwise be classified as Type B.

Type C means:

- (i) Cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or
- (ii) Granular soils including gravel, sand, and loamy sand; or
- (iii) Submerged soil or soil from which water is freely seeping; or
- (iv) Submerged rock that is not stable; or
- (v) Material in a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or steeper.

Unconfined compressive strength means the load per unit area at which a soil will fail in compression. It can be determined by laboratory testing, or estimated in the field using a pocket penetrometer, by thumb penetration tests, and other methods.

Wet soil means soil that contains significantly more moisture than moist soil, but in such a range of values that cohesive material will slump or begin to flow when vibrated. Granular material that would exhibit cohe-

sive properties when moist will lose those cohesive properties when wet.

(c) *Requirements*—(i) *Classification of soil and rock deposits*. Each soil and rock deposit shall be classified by a competent person as Stable Rock, Type A, Type B, or Type C in accordance with the definitions set forth in paragraph (b) of this appendix.

(2) *Basis of classification*. The classification of the deposits shall be made based on the results of at least one visual and at least one manual analysis. Such analyses shall be conducted by a competent person using tests described in paragraph (d) below, or in other recognized methods of soil classification and testing such as those adopted by the America Society for Testing Materials, or the U.S. Department of Agriculture textural classification system.

(3) *Visual and manual analyses*. The visual and manual analyses, such as those noted as being acceptable in paragraph (d) of this appendix, shall be designed and conducted to provide sufficient quantitative and qualitative information as may be necessary to identify properly the properties, factors, and conditions affecting the classification of the deposits.

(4) *Layered systems*. In a layered system, the system shall be classified in accordance with its weakest layer. However, each layer may be classified individually where a more stable layer lies under a less stable layer.

(5) *Reclassification*. If, after classifying a deposit, the properties, factors, or conditions affecting its classification change in any way, the changes shall be evaluated by a competent person. The deposit shall be reclassified as necessary to reflect the changed circumstances.

(d) *Acceptable visual and manual tests*.—(1) *Visual tests*. Visual analysis is conducted to determine qualitative information regarding the excavation site in general, the soil adjacent to the excavation, the soil forming the sides of the open excavation, and the soil taken as samples from excavated material.

(i) Observe samples of soil that are excavated and soil in the sides of the excavation. Estimate the range of particle sizes and the relative amounts of the particle sizes. Soil that is primarily composed of fine-grained material is cohesive material. Soil composed primarily of coarse-grained sand or gravel is granular material.

(ii) Observe soil as it is excavated. Soil that remains in clumps when excavated is cohesive. Soil that breaks up easily and does not stay in clumps is granular.

(iii) Observe the side of the opened excavation and the surface area adjacent to the excavation. Crack-like openings such as tension cracks could indicate fissured material. If chunks of soil spall off a vertical side, the soil could be fissured. Small spalls are evidence of moving ground and are indications of potentially hazardous situations.

(iv) Observe the area adjacent to the excavation and the excavation itself for evidence of existing utility and other underground structures, and to identify previously disturbed soil.

(v) Observe the opened side of the excavation to identify layered systems. Examine layered systems to identify if the layers slope toward the excavation. Estimate the degree of slope of the layers.

(vi) Observe the area adjacent to the excavation and the sides of the opened excavation for evidence of surface water, water seeping from the sides of the excavation, or the location of the level of the water table.

(vii) Observe the area adjacent to the excavation and the area within the excavation for sources of vibration that may affect the stability of the excavation face.

(2) *Manual tests.* Manual analysis of soil samples is conducted to determine quantitative as well as qualitative properties of soil and to provide more information in order to classify soil properly.

(i) *Plasticity.* Mold a moist or wet sample of soil into a ball and attempt to roll it into threads as thin as 1/4-inch in diameter. Cohesive material can be successfully rolled into threads without crumbling. For example, if at least a two inch (50 mm) length of 1/4-inch thread can be held on one end without tearing, the soil is cohesive.

(ii) *Dry strength.* If the soil is dry and crumbles on its own or with moderate pressure into individual grains or fine powder, it is granular (any combination of gravel, sand, or silt). If the soil is dry and falls into clumps which break up into smaller clumps, but the smaller clumps can only be broken up with difficulty, it may be clay in any combination with gravel, sand or silt. If the dry soil breaks into clumps which do not break up into small clumps and which can only be broken with difficulty, and there is no visual indication the soil is fissured, the soil may be considered unfissured.

(iii) *Thumb penetration.* The thumb penetration test can be used to estimate the unconfined compressive strength of cohesive soils. (This test is based on the thumb penetration test described in American Society for Testing and Materials (ASTM) Standard designation D2488—"Standard Recommended Practice for Description of Soils (Visual—Manual Procedure).") Type A soils with an unconfined compressive strength of 1.5 tsf can be readily indented by the thumb; however, they can be penetrated by the thumb only with very great effort. Type C soils with an unconfined compressive strength of 0.5 tsf can be easily penetrated several inches by the thumb, and can be molded by light finger pressure. This test should be conducted on an undisturbed soil sample, such as a large clump of spoil, as soon as practicable after excavation to keep to a minimum the effects of exposure to drying influences. If the excavation

is later exposed to wetting influences (rain, flooding), the classification of the soil must be changed accordingly.

(iv) *Other strength tests.* Estimates of unconfined compressive strength of soils can also be obtained by use of a pocket penetrometer or by using a hand-operated shearvane.

(v) *Drying test.* The basic purpose of the drying test is to differentiate between cohesive material with fissures, unfissured cohesive material, and granular material. The procedure for the drying test involves drying a sample of soil that is approximately one inch thick (2.54 cm) and six inches (15.24 cm) in diameter until it is thoroughly dry:

(A) If the sample develops cracks as it dries, significant fissures are indicated.

(B) Samples that dry without cracking are to be broken by hand. If considerable force is necessary to break a sample, the soil has significant cohesive material content. The soil can be classified as a unfissured cohesive material and the unconfined compressive strength should be determined.

(C) If a sample breaks easily by hand, it is either a fissured cohesive material or a granular material. To distinguish between the two, pulverize the dried clumps of the sample by hand or by stepping on them. If the clumps do not pulverize easily, the material is cohesive with fissures. If they pulverize easily into very small fragments, the material is granular.

APPENDIX B TO SUBPART P—SLOPING AND BENCHING

(a) *Scope and application.* This appendix contains specifications for sloping and benching when used as methods of protecting employees working in excavations from cave-ins. The requirements of this appendix apply when the design of sloping and benching protective systems is to be performed in accordance with the requirements set forth in §1925.652(b)(2).

(b) *Definitions.*

Actual slope means the slope to which an excavation face is excavated.

Distress means that the soil is in a condition where a cave-in is imminent or is likely to occur. Distress is evidenced by such phenomena as the development of fissures in the face of or adjacent to an open excavation; the subsidence of the edge of an excavation; the slumping of material from the face or the bulging or heaving of material from the bottom of an excavation; the spalling of material from the face of an excavation; and raveling, i.e., small amounts of material such as pebbles or little clumps of material suddenly separating from the face of an excavation and trickling or rolling down into the excavation.

Maximum allowable slope means the steepest incline of an excavation face that is acceptable for the most favorable site conditions as protection against cave-ins, and is expressed as the ratio of horizontal distance to vertical rise (H:V).

Short term exposure means a period of time less than or equal to 24 hours that an excavation is open.

(c) *Requirements*—(1) *Soil classification*. Soil and rock deposits shall be classified in accordance with appendix A to subpart P of part 1926.

(2) *Maximum allowable slope*. The maximum allowable slope for a soil or rock deposit shall be determined from Table B-1 of this appendix.

(3) *Actual slope*. (i) The actual slope shall not be steeper than the maximum allowable slope.

(ii) The actual slope shall be less steep than the maximum allowable slope, when there are signs of distress. If that situation occurs, the slope shall be cut back to an actual slope which is at least 1/4 horizontal to one vertical (1/4H:1V) less steep than the maximum allowable slope.

(iii) When surcharge loads from stored material or equipment, operating equipment, or traffic are present, a competent person shall determine the degree to which the actual slope must be reduced below the maximum allowable slope, and shall assure that such reduction is achieved. Surcharge loads from adjacent structures shall be evaluated in accordance with §1926.651(i).

(4) *Configurations*. Configurations of sloping and benching systems shall be in accordance with Figure B-1.

TABLE B-1
MAXIMUM ALLOWABLE SLOPES

SOIL OR ROCK TYPE	MAXIMUM ALLOWABLE SLOPES (H:V) [1] FOR EXCAVATIONS LESS THAN 20 FEET DEEP [3]
STABLE ROCK TYPE A [2] TYPE B TYPE C	VERTICAL (90°) 3/4 : 1 (53°) 1 : 1 (45°) 1 1/2 : 1 (34°)

NOTES:

- Numbers shown in parentheses next to maximum allowable slopes are angles expressed in degrees from the horizontal. Angles have been rounded off.
- A short-term maximum allowable slope of 1/2H:1V (63°) is allowed in excavations in Type A soil that are 12 feet (3.67 m) or less in depth. Short-term maximum allowable slopes for excavations greater than 12 feet (3.67 m) in depth shall be 3/4H:1V (53°).
- Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer.

Figure B-1

Slope Configurations

(All slopes stated below are in the horizontal to vertical ratio)

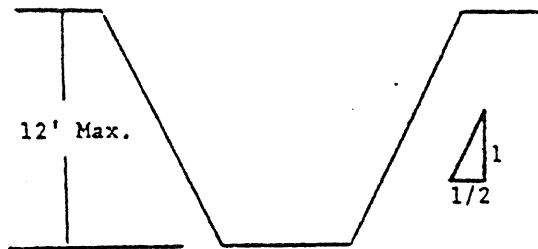
B-1.1 Excavations made in Type A soil.

- All simple slope excavation 20 feet or less in depth shall have a maximum allowable slope of 3/4:1.



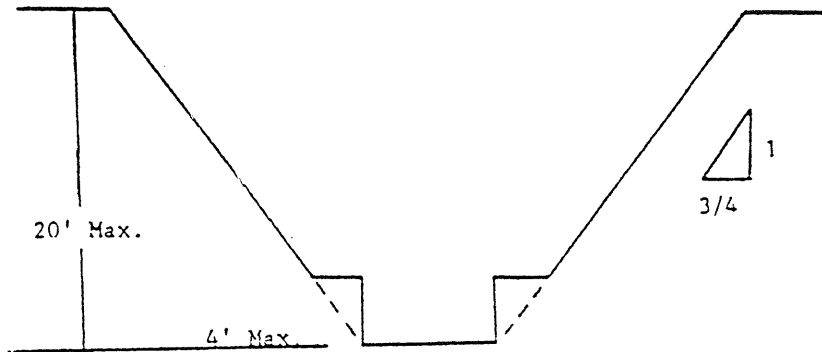
SIMPLE SLOPE—GENERAL

Exception: Simple slope excavations which are open 24 hours or less (short term) and which are 12 feet or less in depth shall have a maximum allowable slope of 1/2:1.

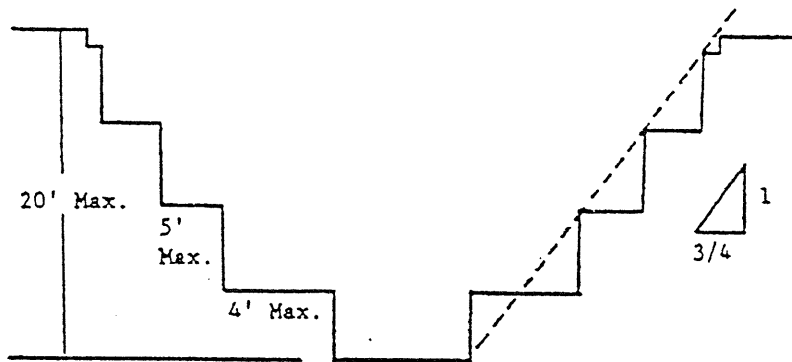


SIMPLE SLOPE—SHORT TERM

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of 3/4 to 1 and maximum bench dimensions as follows:

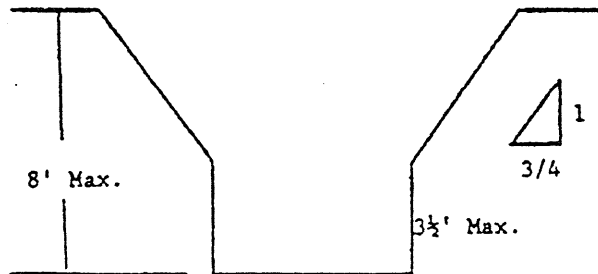


SIMPLE BENCH



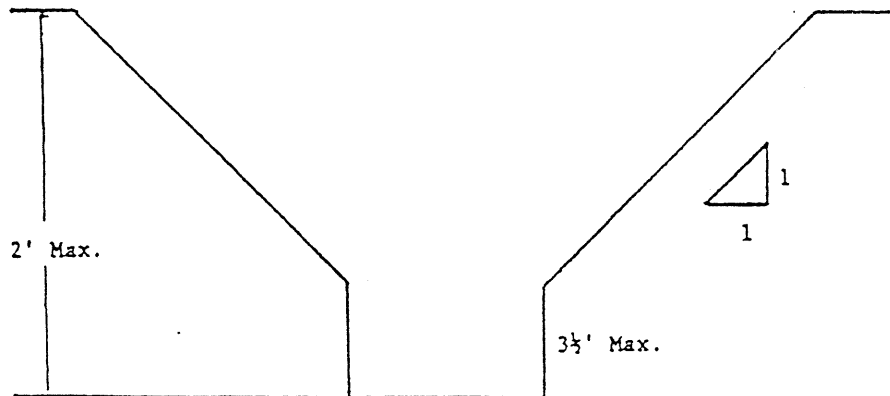
MULTIPLE BENCH

3. All excavations 8 feet or less in depth which have unsupported vertically sided lower portions shall have a maximum vertical side of 3½ feet.



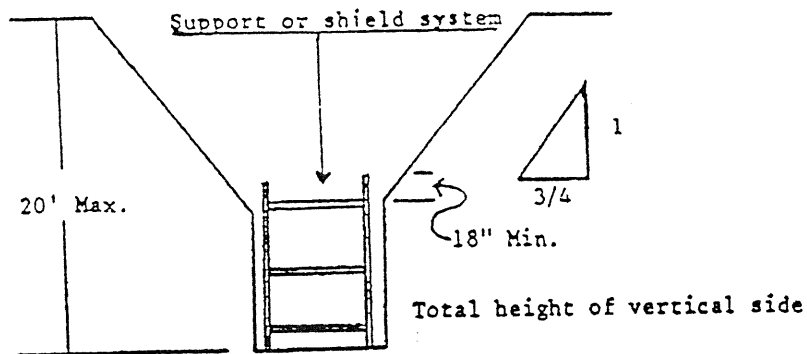
UNSUPPORTED VERTICALLY SIDED LOWER PORTION—MAXIMUM 8 FEET IN DEPTH

All excavations more than 8 feet but not more than 12 feet in depth which unsupported vertically sided lower portions shall have a maximum allowable slope of 1:1 and a maximum vertical side of 3½ feet.



UNSUPPORTED VERTICALLY SIDED LOWER PORTION—MAXIMUM 12 FEET IN DEPTH

All excavations 20 feet or less in depth which have vertically sided lower portions that are supported or shielded shall have a maximum allowable slope of $3/4:1$. The support or shield system must extend at least 18 inches above the top of the vertical side.

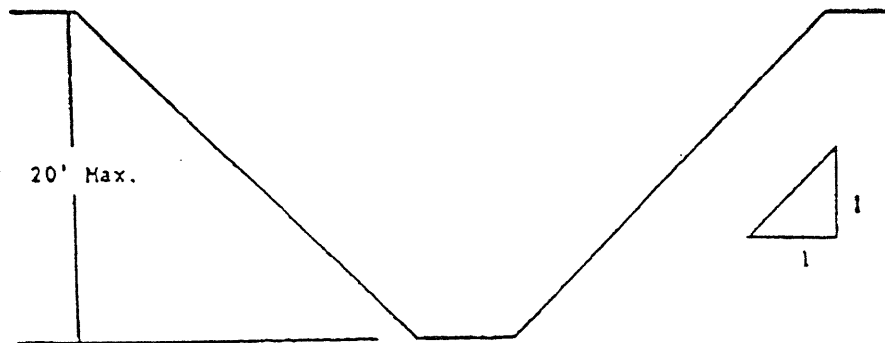


SUPPORTED OR SHIELDED VERTICALLY SIDED LOWER PORTION

4. All other simple slope, compound slope, and vertically sided lower portion excavations shall be in accordance with the other options permitted under §1926.652(b).

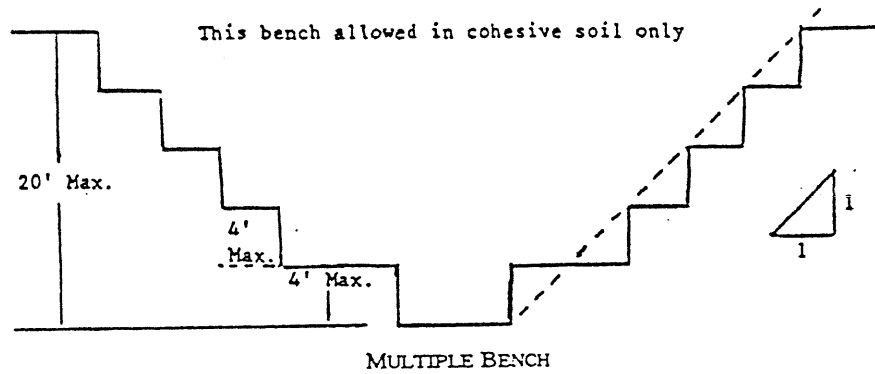
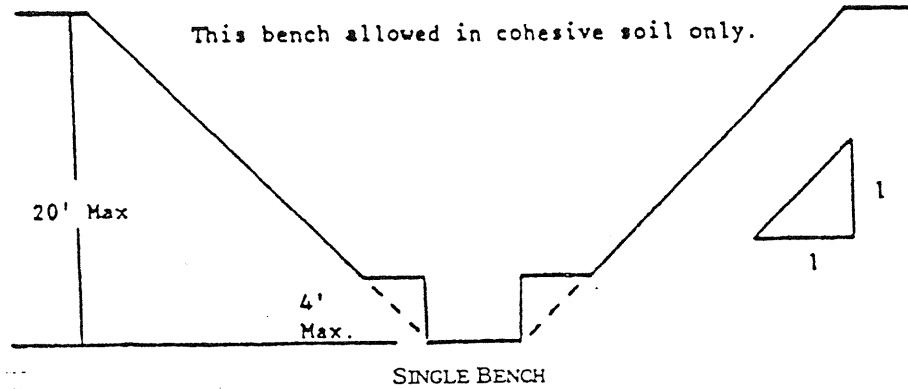
B-1.2 Excavations Made in Type B Soil

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1.

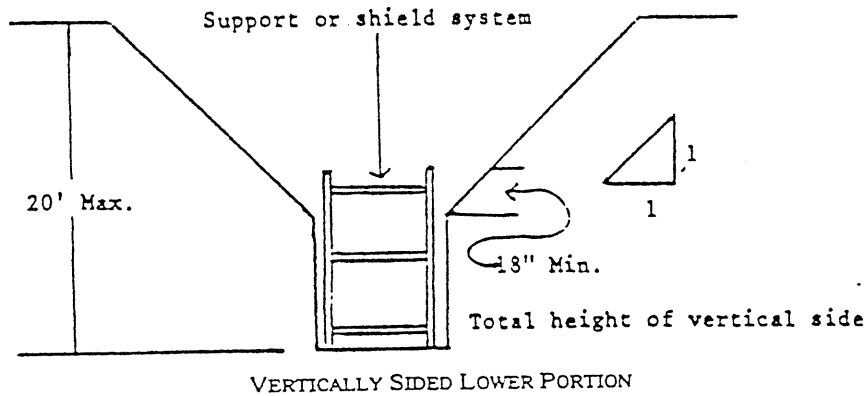


SIMPLE SLOPE

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1 and maximum bench dimensions as follows:



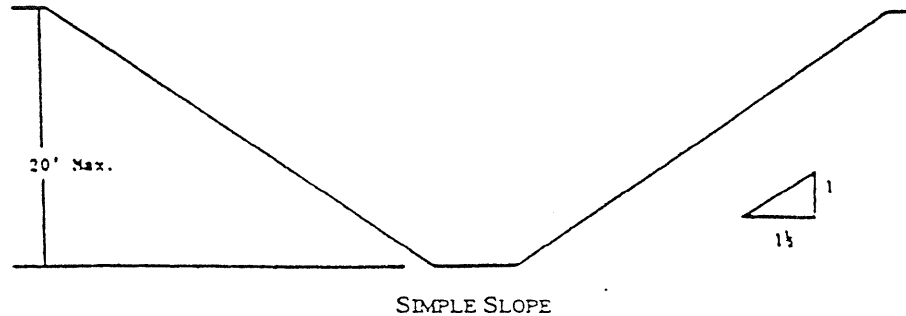
3. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1:1.



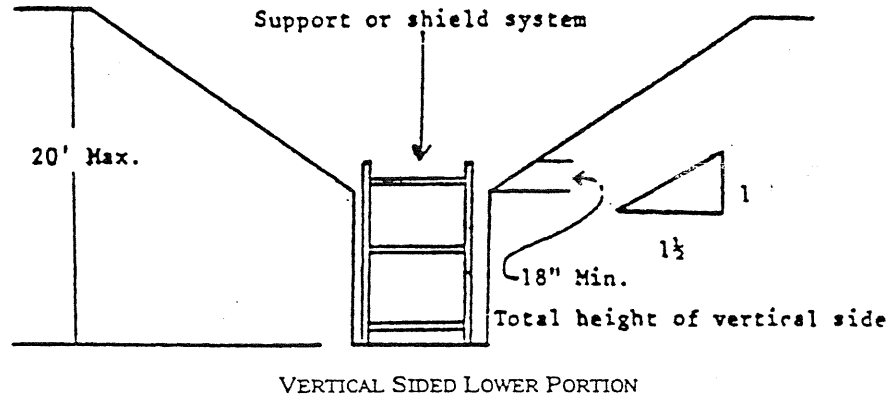
4. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

B-1.3 Excavations Made in Type C Soil

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1½:1.



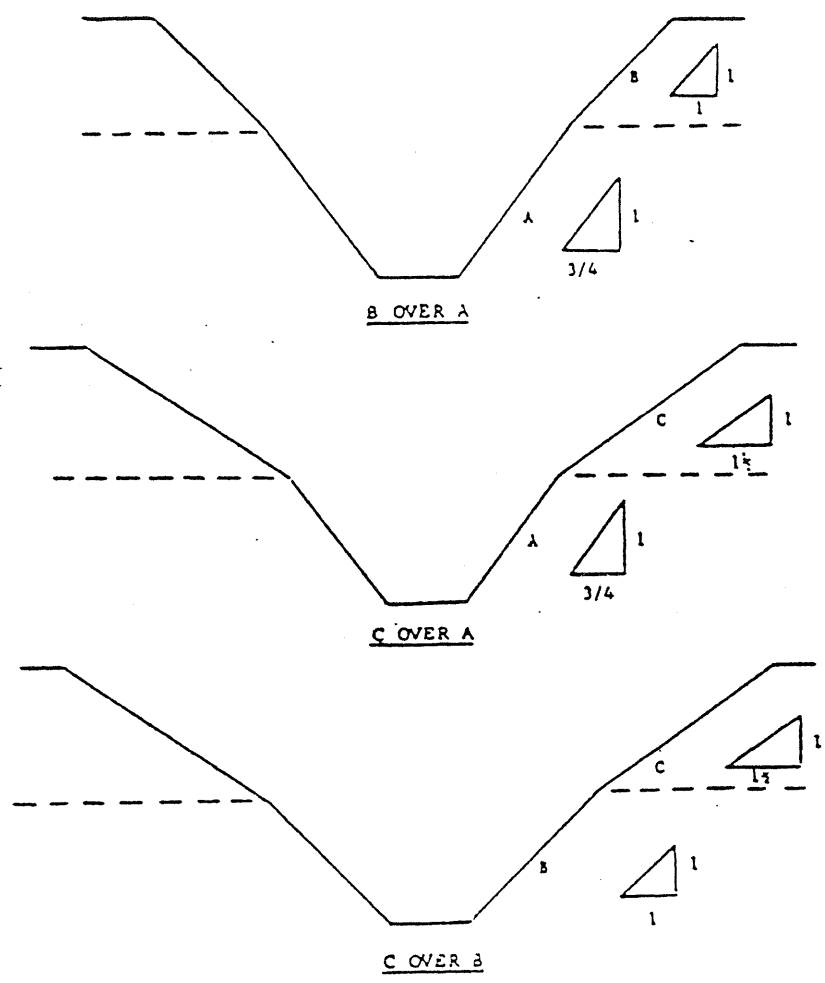
2. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1½:1.

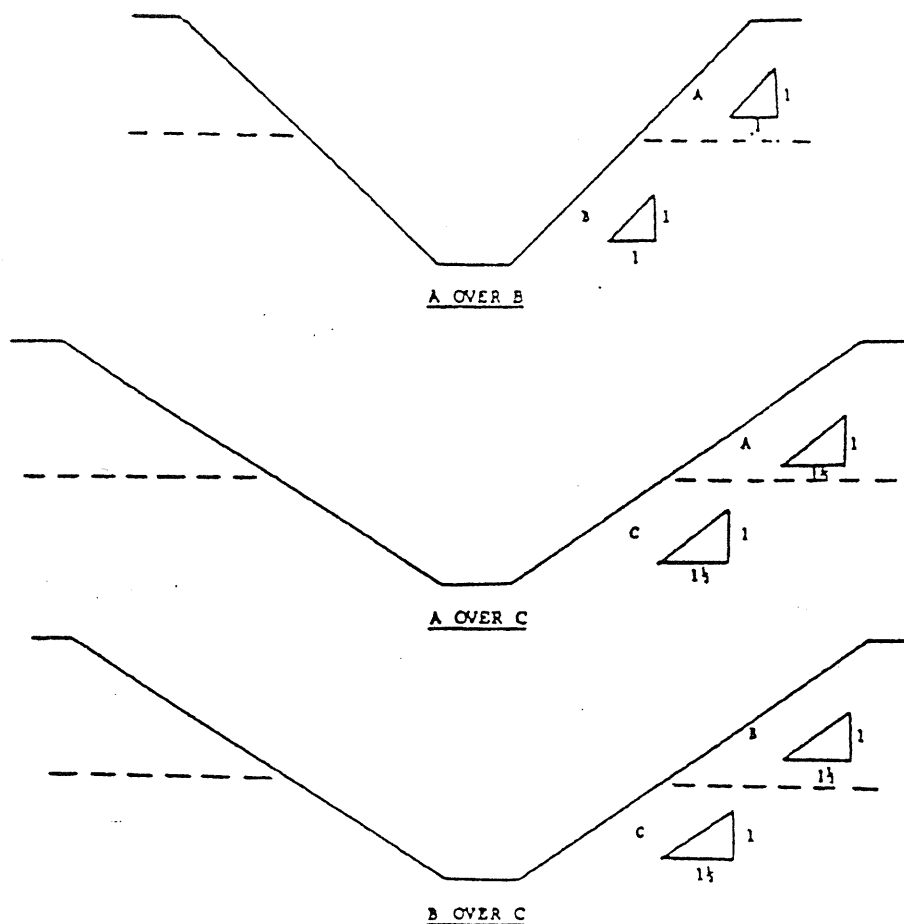


3. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

B-1.4 Excavations Made in Layered Soils

1. All excavations 20 feet or less in depth made in layered soils shall have a maximum allowable slope for each layer as set forth below.





2. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

APPENDIX C TO SUBPART P—TIMBER SHORING FOR TRENCHES

(a) *Scope.* This appendix contains information that can be used timber shoring is provided as a method of protection from cave-ins in trenches that do not exceed 20 feet (6.1 m) in depth. This appendix must be used when design of timber shoring protective systems is to be performed in accordance with §1926.652(c)(1). Other timber shoring configurations; other systems of support such as hydraulic and pneumatic systems; and other protective systems such as sloping, benching, shielding, and freezing systems must be designed in accordance with

the requirements set forth in §1926.652(b) and §1926.652(c).

(b) *Soil Classification.* In order to use the data presented in this appendix, the soil type or types in which the excavation is made must first be determined using the soil classification method set forth in appendix A of subpart P of this part.

(c) *Presentation of Information.* Information is presented in several forms as follows:

(1) Information is presented in tabular form in Tables C-1.1, C-1.2, and C-1.3, and Tables C-2.1, C-2.2 and C-2.3 following paragraph (g) of the appendix. Each table presents the minimum sizes of timber members to use in a shoring system, and each table contains data only for the particular soil

type in which the excavation or portion of the excavation is made. The data are arranged to allow the user the flexibility to select from among several acceptable configurations of members based on varying the horizontal spacing of the crossbraces. Stable rock is exempt from shoring requirements and therefore, no data are presented for this condition.

(2) Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix, and on the tables themselves.

(3) Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.

(4) Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.

(5) Miscellaneous notations regarding Tables C-1.1 through C-1.3 and Tables C-2.1 through C-2.3 are presented in paragraph (g) of this Appendix.

(d) *Basis and limitations of the data.*—(i) *Dimensions of timber members.* (i) The sizes of the timber members listed in Tables C-1.1 through C-1.3 are taken from the National Bureau of Standards (NBS) report, "Recommended Technical Provisions for Construction Practice in Shoring and Sloping of Trenches and Excavations." In addition, where NBS did not recommend specific sizes of members, member sizes are based on an analysis of the sizes required for use by existing codes and on empirical practice.

(ii) The required dimensions of the members listed in Tables C-1.1 through C-1.3 refer to actual dimensions and not nominal dimensions of the timber. Employers wanting to use nominal size shoring are directed to Tables C-2.1 through C-2.3, or have this choice under §1926.652(c)(3), and are referred to The Corps of Engineers, The Bureau of Reclamation or data from other acceptable sources.

(2) *Limitation of application.* (i) It is not intended that the timber shoring specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be designed as specified in §1926.652(c).

(ii) When any of the following conditions are present, the members specified in the tables are not considered adequate. Either an alternate timber shoring system must be designed or another type of protective system designed in accordance with §1926.652.

(A) When loads imposed by structures or by stored material adjacent to the trench weigh in excess of the load imposed by a two-foot soil surcharge. The term "adjacent" as used here means the area within a horizontal

distance from the edge of the trench equal to the depth of the trench.

(B) When vertical loads imposed on cross braces exceed a 240-pound gravity load distributed on a one-foot section of the center of the crossbrace.

(C) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.

(D) When only the lower portion of a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.

(e) *Use of Tables.* The members of the shoring system that are to be selected using this information are the cross braces, the uprights, and the wales, where wales are required. Minimum sizes of members are specified for use in different types of soil. There are six tables of information, two for each soil type. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is then made. The selection is based on the depth and width of the trench where the members are to be installed and, in most instances, the selection is also based on the horizontal spacing of the crossbraces. Instances where a choice of horizontal spacing of crossbracing is available, the horizontal spacing of the crossbraces must be chosen by the user before the size of any member can be determined. When the soil type, the width and depth of the trench, and the horizontal spacing of the crossbraces are known, the size and vertical spacing of the crossbraces, the size and vertical spacing of the wales, and the size and horizontal spacing of the uprights can be read from the appropriate table.

(f) *Examples to Illustrate the Use of Tables C-1.1 through C-1.3.*

(1) *Example 1.*

A trench dug in Type A soil is 13 feet deep and five feet wide.

From *Table C-1.1*, for acceptable arrangements of timber can be used.

Arrangement #1

Space 4x4 crossbraces at six feet horizontally and four feet vertically.

Wales are not required.

Space 3x8 uprights at six feet horizontally. This arrangement is commonly called "skip shoring."

Arrangement #2

Space 4x6 crossbraces at eight feet horizontally and four feet vertically.

Space 8x8 wales at four feet vertically.
Space 2x6 uprights at four feet horizontally.

Arrangement #3

Space 6x6 crossbraces at 10 feet horizontally and four feet vertically.
Space 8x10 wales at four feet vertically.
Space 2x6 uprights at five feet horizontally.

Arrangement #4

Space 6x6 crossbraces at 12 feet horizontally and four feet vertically.
Space 10x10 wales at four feet vertically.
Space 3x8 uprights at six feet horizontally.

(2) Example 2.

A trench dug in Type B soil in 13 feet deep and five feet wide. From Table C-1.2 three acceptable arrangements of members are listed.

Arrangement #1

Space 6x6 crossbraces at six feet horizontally and five feet vertically.
Space 8x8 wales at five feet vertically.
Space 2x6 uprights at two feet horizontally.

Arrangement #2

Space 6x8 crossbraces at eight feet horizontally and five feet vertically.
Space 10x10 wales at five feet vertically.
Space 2x6 uprights at two feet horizontally.

Arrangement #3

Space 8x8 crossbraces at 10 feet horizontally and five feet vertically.
Space 10x12 wales at five feet vertically.
Space 2x6 uprights at two feet vertically.

(3) Example 3.

A trench dug in Type C soil is 13 feet deep and five feet wide.
From Table C-1.3 two acceptable arrangements of members can be used.

Arrangement #1

Space 8x8 crossbraces at six feet horizontally and five feet vertically.
Space 10x12 wales at five feet vertically.
Position 2x6 uprights as closely together as possible.
If water must be retained use special tongue and groove uprights to form tight sheeting.

Arrangement #2

Space 8x10 crossbraces at eight feet horizontally and five feet vertically.

Space 12x12 wales at five feet vertically.

Position 2x6 uprights in a close sheeting configuration unless water pressure must be resisted. Tight sheeting must be used where water must be retained.

(4) Example 4.

A trench dug in Type C soil is 20 feet deep and 11 feet wide. The size and spacing of members for the section of trench that is over 15 feet in depth is determined using Table C-1.3. Only one arrangement of members is provided.

Space 8x10 crossbraces at six feet horizontally and five feet vertically.

Space 12x12 wales at five feet vertically.

Use 3x6 tight sheeting.

Use of Tables C-2.1 through C-2.3 would follow the same procedures.

(g) Notes for all Tables.

1. Member sizes at spacings other than indicated are to be determined as specified in §1926.652(c), "Design of Protective Systems."

2. When conditions are saturated or submerged use Tight Sheeting. Tight Sheeting refers to the use of specially-edged timber planks (e.g., tongue and groove) at least three inches thick, steel sheet piling, or similar construction that when driven or placed in position provide a tight wall to resist the lateral pressure of water and to prevent the loss of backfill material. Close Sheeting refers to the placement of planks side-by-side allowing as little space as possible between them.

3. All spacing indicated is measured center to center.

4. Wales to be installed with greater dimension horizontal.

5. If the vertical distance from the center of the lowest crossbrace to the bottom of the trench exceeds two and one-half feet, uprights shall be firmly embedded or a mudsill shall be used. Where uprights are embedded, the vertical distance from the center of the lowest crossbrace to the bottom of the trench shall not exceed 36 inches. When mudsills are used, the vertical distance shall not exceed 42 inches. Mudsills are wales that are installed at the toe of the trench side.

6. Trench jacks may be used in lieu of or in combination with timber crossbraces.

7. Placement of crossbraces. When the vertical spacing of crossbraces is four feet, place the top crossbrace no more than two feet below the top of the trench. When the vertical spacing of crossbraces is five feet, place the top crossbrace no more than 2.5 feet below the top of the trench.

TABLE C-1.1
TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *
 SOIL TYPE A $P_g = 25 \times H + 72 \text{ psf}$ (2 ft Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS **												
	CROSS BRACES						HALES			UPRIGHTS			
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)			
UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15	UP TO 15	4	Not Req'd	4	CLOSE	4	5	6	8
5 TO 10	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	4				2X6	
10 TO 15	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	4			2X6		2X8
15 TO 20	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	4				2X6	
OVER 20	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	4					3X8
	4X6	4X6	6X6	6X6	6X6	4	8X8	4			2X6		
	4X6	4X6	6X6	6X6	6X6	4	8X8	4				2X6	
	6X6	6X6	6X8	6X8	6X8	4	10X10	4				2X6	
	6X6	6X6	6X8	6X8	6X8	4	10X10	4					3X8
	6X6	6X6	6X8	6X8	6X8	4	6X8	4				3X6	
	6X6	6X6	6X8	6X8	6X8	4	8X8	4				3X6	
	8X8	8X8	8X8	8X8	8X10	4	8X10	4				3X6	
	8X8	8X8	8X8	8X8	8X10	4	10X10	4				3X6	

SEE NOTE 1

* Mixed oak or equivalent with a bending strength not less than 850 psi.
 ** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-1.2

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE B P_a = 45 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS**												UPRIGHTS					
	CROSS BRACES				VERT. SPACING (FEET)				RAILS				MAXIMUM ALLOWABLE HORIZONTAL SPACING					
	HORIZ. SPACING (FEET)		WIDTH OF TRENCH (FEET)		UP TO		UP TO		UP TO		UP TO		VERT. SPACING (FEET)		CLOSE	2	3	
5 TO 10	UP TO 6	4X6	4X6	6X6	6X6	6X6	6X6	6X6	6X6	6X6	6X6	5	6X8	5			2X6	
	UP TO 8	6X6	6X6	6X6	6X6	6X8	6X8	6X8	6X8	6X8	6X8	5	8X10	5			2X6	
	UP TO 10	6X6	6X6	6X6	6X6	6X8	6X8	6X8	6X8	6X8	6X8	5	10X10	5			2X6	
	See Note 1																	
10 TO 15	UP TO 6	6X6	6X6	6X6	6X6	6X8	6X8	6X8	6X8	6X8	6X8	5	8X8	5			2X6	
	UP TO 8	6X8	6X8	6X8	6X8	8X8	8X8	8X8	8X8	8X8	8X8	5	10X10	5			2X6	
	UP TO 10	8X8	8X8	8X8	8X8	8X8	8X8	8X10	8X10	8X10	8X10	5	10X12	5			2X6	
	See Note 1																	
15 TO 20	UP TO 6	6X8	6X8	6X8	6X8	8X8	8X8	8X8	8X8	8X8	8X8	5	8X10	5			3X6	
	UP TO 8	8X8	8X8	8X8	8X8	8X8	8X8	8X10	8X10	8X10	8X10	5	10X12	5			3X6	
	UP TO 10	8X10	8X10	8X10	8X10	8X10	8X10	10X10	10X10	10X10	10X10	5	12X12	5			3X6	
	See Note 1																	
OVER 20	SEE NOTE 1																	

* Mixed oak or equivalent with a bending strength not less than 650 psi.
 ** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-1.3
 TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *
 SOIL TYPE C P_a = 80 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS**										
	GROSS BRACES				VERT. SPACING (FEET)			VERT. SPACING (FEET)		UPRIGHTS	
	HORIZ. SPACING (FEET)		WIDTH OF TRENCH (FEET)		UP TO		VERT. SPACING (FEET)		MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET) (See Note 2)		
5 TO 10	UP TO 4	6X8	UP TO 6	6X8	UP TO 9	6X8	5	8X10	5	CLOSE	
	6 TO 8	6X8	UP TO 6	6X8	9 TO 12	8X8	5	8X10	5	2X6	
	8 TO 10	8X8	UP TO 6	8X8	12 TO 15	8X8	5	10X12	5	2X6	
10 TO 15	UP TO 4	8X10	UP TO 6	8X10	UP TO 9	8X10	5	12X12	5	2X6	
	6 TO 8	8X10	UP TO 6	8X8	9 TO 12	8X8	5	10X12	5		
	8 TO 15	8X10	UP TO 6	8X10	12 TO 15	8X10	5	12X12	5		
15 TO 20	UP TO 4	8X10	UP TO 6	8X10	UP TO 9	8X10	5	12X12	5	3X6	
	6 TO 8	8X10	UP TO 6	8X10	9 TO 12	8X10	5	12X12	5		
	8 TO 20	8X10	UP TO 6	8X10	12 TO 15	8X10	5	12X12	5		
OVER 20	SEE NOTE 1										

* Mixed Oak or equivalent with a bending strength not less than 850 psi.
 ** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.1
TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *
 SOIL TYPE A P = 25 X H + 72 paf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	CROSS BRACES												RAILES		UPRIGHTS									
	HORIZ. SPACING (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **												VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)							
		WIDTH OF TRENCH (FEET)			VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)				SIZE (IN)							
		UP TO 4	UP TO 6	UP TO 9														UP TO 12	UP TO 15	CLOSE	4	5	6	8
5 TO 10	UP TO 6	4X4	4X4	4X4	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	
10 TO 15	UP TO 6	4X4	4X4	4X4	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	
15 TO 20	UP TO 6	4X4	4X4	4X4	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	
OVER 20	UP TO 6	4X4	4X4	4X4	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	4	Not Req'd	4X6	

* Douglas fir or equivalent with a bending strength not less than 1500 paf.
 ** Manufactured members of equivalent strength may be substituted for wood.

SEE NOTE 1

TABLE C-2.2

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *
 SOIL TYPE B P₄ = 45 X N # 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (SIZES) AND SPACING OF MEMBERS **														
	CROSS BRACES				MALES				UPRIGHS						
	HORIZ. SPACING (FEET)		WIDTH OF TRENCH (FEET)		VERT. SPACING (FEET)		SIZE (IN)		VERT. SPACING (FEET)		MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
5 TO 10	UP TO 6	4X6	UP TO 6	4X6	UP TO 9	6X6	6X6	5	6X8	5	CLOSE	2	3	4	6
	UP TO 8	4X6	UP TO 6	4X6	UP TO 9	6X6	6X6	5	8X8	5		3X8		4X8	
	UP TO 10	4X6	UP TO 6	4X6	UP TO 9	6X6	6X8	5	8X10	5			4X8		
10 TO 15	UP TO 6	6X6	UP TO 6	6X6	UP TO 9	6X6	6X8	5	8X8	5		4X10			
	UP TO 8	6X8	UP TO 6	6X8	UP TO 9	8X8	8X8	5	10X10	5		4X10			
	UP TO 10	6X8	UP TO 6	6X8	UP TO 9	8X8	8X8	5	10X12	5		4X10			
15 TO 20	UP TO 6	6X8	UP TO 6	6X8	UP TO 9	8X8	8X8	5	8X10	5		4X6			
	UP TO 8	6X8	UP TO 6	6X8	UP TO 9	8X8	8X8	5	10X12	5		4X6			
	UP TO 10	8X8	UP TO 6	8X8	UP TO 9	8X8	8X8	5	12X12	5		4X6			
OVER 20	SEE NOTE 1														

* Douglas fir or equivalent with a bending strength not less than 1500 psi.
 ** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.3

TIMBER TRENCH SHORING --- MINIMUM TIMBER REQUIREMENTS *
 SOIL TYPE C P_A - 80 X H + 72 pcf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **										UPRIGHTS		
	CROSS BRACES					RAFTERS					MAXIMUM ALLOWABLE HORIZONTAL SPACING		
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)				VERT. SPACING (FEET)	UP TO	12	15	VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	CLOSE
		UP TO	UP TO	UP TO	UP TO								
5	6	6X6	6X6	6X6	8X8	5	8X8	5	8X8	5	3X6		
TO	8	6X6	6X6	6X6	8X8	5	8X8	5	10X10	5	3X6		
10	10	6X6	6X6	8X8	8X8	5	8X8	5	10X12	5	3X6		
	See Note 1												
10	6	6X8	6X8	6X8	8X8	5	8X8	5	10X10	5	4X6		
TO	8	8X8	8X8	8X8	8X8	5	8X8	5	12X12	5	4X6		
15	See Note 1												
	See Note 1												
15	6	8X8	8X8	8X10	8X10	5	8X10	5	10X12	5	4X6		
TO	See Note 1												
20	See Note 1												
	See Note 1												
OVER 20	SEE NOTE 1												

* Douglas fir or equivalent with a bending strength not less than 1500 psi.
 ** Manufactured members of equivalent strength may be substituted for wood.

APPENDIX D TO SUBPART P—ALUMINUM
HYDRAULIC SHORING FOR TRENCHES

(a) *Scope.* This appendix contains information that can be used when aluminum hydraulic shoring is provided as a method of protection against cave-ins in trenches that do not exceed 20 feet (6.1m) in depth. This appendix must be used when design of the aluminum hydraulic protective system cannot be performed in accordance with § 1926.652(c)(2).

(b) *Soil Classification.* In order to use data presented in this appendix, the soil type or types in which the excavation is made must first be determined using the soil classification method set forth in appendix A of subpart P of part 1926.

(c) *Presentation of Information.* Information is presented in several forms as follows:

(1) Information is presented in tabular form in Tables D-1.1, D-1.2, D-1.3 and E-1.4. Each table presents the maximum vertical and horizontal spacings that may be used with various aluminum member sizes and various hydraulic cylinder sizes. Each table contains data only for the particular soil type in which the excavation or portion of the excavation is made. Tables D-1.1 and D-1.2 are for vertical shores in Types A and B soil. Tables D-1.3 and D-1.4 are for horizontal waler systems in Types B and C soil.

(2) Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix.

(3) Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.

(4) Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.

(5) Miscellaneous notations (footnotes) regarding Table D-1.1 through D-1.4 are presented in paragraph (g) of this appendix.

(6) Figures, illustrating typical installations of hydraulic shoring, are included just prior to the Tables. The illustrations page is entitled "Aluminum Hydraulic Shoring; Typical Installations."

(d) *Basis and limitations of the data.*

(1) Vertical shore rails and horizontal wales are those that meet the Section Modulus requirements in the D-1 Tables. Aluminum material is 6061-T6 or material of equivalent strength and properties.

(2) Hydraulic cylinders specifications. (i) 2-inch cylinders shall be a minimum 2-inch inside diameter with a minimum safe working capacity of no less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(ii) 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe working capacity of not less than 30,000 pounds axial

compressive load at extensions as recommended by product manufacturer.

(3) *Limitation of application.*

(i) It is not intended that the aluminum hydraulic specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be otherwise designed as specified in § 1926.652(c).

(ii) When any of the following conditions are present, the members specified in the Tables are not considered adequate. In this case, an alternative aluminum hydraulic shoring system or other type of protective system must be designed in accordance with § 1926.652.

(A) When vertical loads imposed on cross braces exceed a 100 Pound gravity load distributed on a one foot section of the center of the hydraulic cylinder.

(B) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.

(C) When only the lower portion or a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.

(e) *Use of Tables D-1.1, D-1.2, D-1.3 and D-1.4.* The members of the shoring system that are to be selected using this information are the hydraulic cylinders, and either the vertical shores or the horizontal wales. When a waler system is used the vertical timber sheeting to be used is also selected from these tables. The Tables D-1.1 and D-1.2 for vertical shores are used in Type A and B soils that do not require sheeting, Type B soils that may require sheeting, and Type C soils that always require sheeting are found in the horizontal wale Tables D-1.3 and D-1.4. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is made. The selection is based on the depth and width of the trench where the members are to be installed. In these tables the vertical spacing is held constant at four feet on center. The tables show the maximum horizontal spacing of cylinders allowed for each size of wale in the waler system tables, and in the vertical shore tables, the hydraulic cylinder horizontal spacing is the same as the vertical shore spacing.

(f) *Example to Illustrate the Use of the Tables:*

(1) Example 1:

A trench dug in Type A soil is 6 feet deep and 3 feet wide. From Table D-1.1: Find vertical shores and 2 inch diameter cylinders spaced 8 feet on center (o.c.) horizontally and 4 feet on center (o.c.) vertically. (See Figures 1 & 3 for typical installations.)

(2) Example 2:

A trench is dug in Type B soil that does not require sheeting, 13 feet deep and 5 feet wide. From Table D-1.2: Find vertical shores and 2 inch diameter cylinders spaced 6.5 feet o.c. horizontally and 4 feet o.c. vertically. (See Figures 1 & 3 for typical installations.)

(3) A trench is dug in Type B soil that does not require sheeting, but does experience some minor raveling of the trench face. The trench is 16 feet deep and 9 feet wide. From Table D-1.2: Find vertical shores and 2 inch diameter cylinder (with special oversleeves as designated by footnote #2) spaced 5.5 feet o.c. horizontally and 4 feet o.c. vertically, plywood (per footnote (g)(7) to the D-1 Table) should be used behind the shores. (See Figures 2 & 3 for typical installations.)

(4) Example 4: A trench is dug in previously disturbed Type B soil, with characteristics of a Type C soil, and will require sheeting. The trench is 18 feet deep and 12 feet wide. 8 foot horizontal spacing between cylinders is desired for working space. From Table D-1.3: Find horizontal wale with a section modulus of 14.0 spaced at 4 feet o.c. vertically and 3 inch diameter cylinder spaced at 9 feet maximum o.c. horizontally. 3x12 timber sheeting is required at close spacing vertically. (See Figure 4 for typical installation.)

(5) Example 5: A trench is dug in Type C soil, 9 feet deep and 4 feet wide. Horizontal cylinder spacing in excess of 6 feet is desired for working space. From Table D-1.4: Find horizontal wale with a section modulus of 7.0 and 2 inch diameter cylinders spaced at 6.5 feet o.c. horizontally. Or, find horizontal wale with a 14.0 section modulus and 3 inch diameter cylinder spaced at 10 feet o.c. horizontally. Both wales are spaced 4 feet o.c. vertically. 3x12 timber sheeting is required

at close spacing vertically. (See Figure 4 for typical installation.)

(g) *Footnotes, and general notes, for Tables D-1.1, D-1.2, D-1.3, and D-1.4.*

(1) For applications other than those listed in the tables, refer to § 1926.652(c)(2) for use of manufacturer's tabulated data. For trench depths in excess of 20 feet, refer to § 1926.652(c)(2) and § 1926.652(c)(3).

(2) 2 inch diameter cylinders, at this width, shall have structural steel tube (3.5x3.5x0.1875) oversleeves, or structural oversleeves of manufacturer's specification, extending the full, collapsed length.

(3) Hydraulic cylinders capacities. (i) 2 inch cylinders shall be a minimum 2-inch inside diameter with a safe working capacity of not less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(ii) 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe work capacity of not less than 30,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(4) All spacing indicated is measured center to center.

(5) Vertical shoring rails shall have a minimum section modulus of 0.40 inch.

(6) When vertical shores are used, there must be a minimum of three shores spaced equally, horizontally, in a group.

(7) Plywood shall be 1.125 in. thick softwood or 0.75 inch. thick, 14 ply, arctic white birch (Finland form). Please note that plywood is not intended as a structural member, but only for prevention of local raveling (sloughing of the trench face) between shores.

(8) See appendix C for timber specifications.

(9) Wales are calculated for simple span conditions.

(10) See appendix D, item (d), for basis and limitations of the data.

ALUMINUM HYDRAULIC SHORING TYPICAL INSTALLATIONS

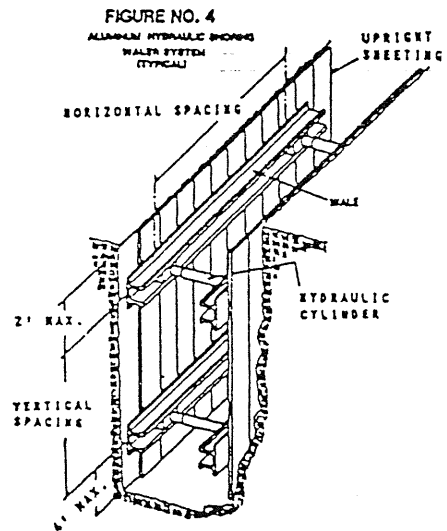
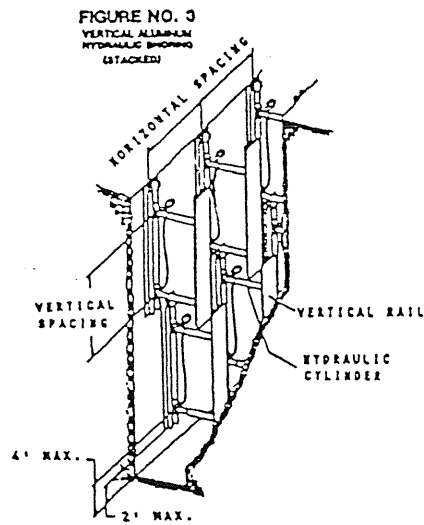
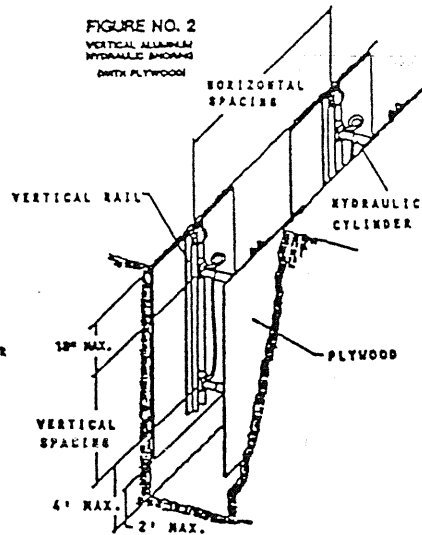
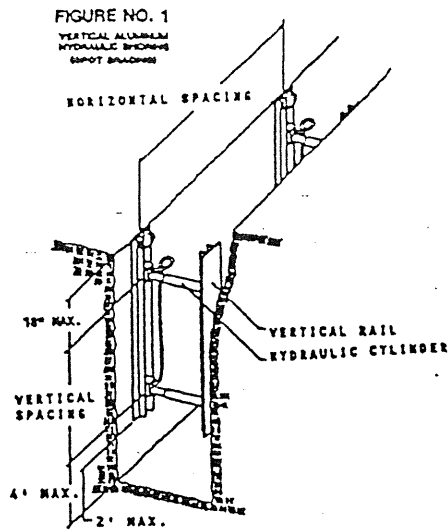


TABLE D - 1.1
ALUMINUM HYDRAULIC SHORING
VERTICAL SHORES
FOR SOIL TYPE A

HYDRAULIC CYLINDERS				
DEPTH OF TRENCH (FEET)	MAXIMUM HORIZONTAL SPACING (FEET)	MAXIMUM VERTICAL SPACING (FEET)	WIDTH OF TRENCH (FEET)	
			UP TO 8	OVER 8 UP TO 12
OVER 5 UP TO 10	8	4	2 INCH DIAMETER	OVER 12 UP TO 15
OVER 10 UP TO 15	8			2 INCH DIAMETER NOTE (2)
OVER 15 UP TO 20	7			3 INCH DIAMETER
OVER 20				NOTE (1)

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)

Note (1): See Appendix D, Item (g) (1)

Note (2): See Appendix D, Item (g) (2)

TABLE D - 1.2
ALUMINUM HYDRAULIC SHORING
VERTICAL SHORES
FOR SOIL TYPE B

DEPTH OF TRENCH (FEET)	HYDRAULIC CYLINDERS			WIDTH OF TRENCH (FEET)	DIAMETER
	MAXIMUM HORIZONTAL SPACING (FEET)	MAXIMUM VERTICAL SPACING (FEET)			
OVER 5 UP TO 10	8	4	UP TO 8	OVER 8 UP TO 12	3 INCH DIAMETER
OVER 10 UP TO 15	6.5		2 INCH DIAMETER		2 INCH DIAMETER NOTE (2)
OVER 15 UP TO 20	5.5				
OVER 20	NOTE (1)				

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)

Note (1): See Appendix D, Item (g) (1)

Note (2): See Appendix D, Item (g) (2)

TABLE D - 1.3
ALUMINUM HYDRAULIC SHORING
WALER SYSTEMS
FOR SOIL TYPE B

DEPTH OF TRENCH (FEET)	WALES		HYDRAULIC CYLINDERS								TIMBER UPRIGHTS	
	VERTICAL SPACING (FEET)	SECTION MODULUS (IN ³)	WIDTH OF TRENCH (FEET)								MAX. HORIZ. SPACING (ON CENTER)	3 FT.
			UP TO 8		OVER 8 UP TO 12		OVER 12 UP TO 15		CYLINDER DIAMETER	SOLID SHEET		
			HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER				
OVER 5 UP TO 10	4	3.5	8.0	2 IN	8.0	NOTE(2)	8.0	3 IN				
			9.0	2 IN	9.0	NOTE(2)	9.0	3 IN				
			14.0	3 IN	12.0	3 IN	12.0	3 IN				3x12
OVER 10 UP TO 15	4	3.5	6.0	2 IN	6.0	NOTE(2)	6.0	3 IN				
			8.0	3 IN	8.0	3 IN	8.0	3 IN				
			14.0	3 IN	10.0	3 IN	10.0	3 IN				3x12
OVER 15 UP TO 20	4	3.5	5.5	2 IN	5.5	NOTE(2)	5.5	3 IN				
			6.0	3 IN	6.0	3 IN	6.0	3 IN				
			14.0	3 IN	9.0	3 IN	9.0	3 IN				
OVER 20			NOTE (1)									

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)

Notes (1): See Appendix D, Item (g) (1)

Notes (2): See Appendix D, Item (g) (2)

* Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

TABLE D - 1.4
ALUMINUM HYDRAULIC SHORING
WALER SYSTEMS
FOR SOIL TYPE C

DEPTH OF TRENCH (FEET)	WALES		HYDRAULIC CYLINDERS						TIMBER UPRIGHTS	
	VERTICAL SPACING (FEET)	SECTION MODULUS (IN ³)	WIDTH OF TRENCH (FEET)						MAX. HORIZ. SPACING (ON CENTER)	3 FT.
			UP TO 8	OVER 8 UP TO 12		OVER 12 UP TO 15		SOLID		
			HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER	3 FT.	
OVER 5 UP TO 10	4	3.5	6.0	2 IN	6.0	NOTE(2)	2 IN	6.0	3 IN	3x12
		7.0	6.5	2 IN	6.5	NOTE(2)	2 IN	6.5	3 IN	
		14.0	10.0	3 IN	10.0	3 IN	3 IN	10.0	3 IN	
OVER 10 UP TO 15	4	3.5	4.0	2 IN	4.0	NOTE(2)	2 IN	4.0	3 IN	3x12
		7.0	5.5	3 IN	5.5	3 IN	3 IN	5.5	3 IN	
		14.0	8.0	3 IN	8.0	3 IN	3 IN	8.0	3 IN	
OVER 15 UP TO 20	4	3.5	3.5	2 IN	3.5	NOTE(2)	2 IN	3.5	3 IN	3x12
		7.0	5.0	3 IN	5.0	3 IN	3 IN	5.0	3 IN	
		14.0	6.0	3 IN	6.0	3 IN	3 IN	6.0	3 IN	
OVER 20			NOTE (1)							

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
 Notes (1): See Appendix D, Item (g) (1)
 Notes (2): See Appendix D, Item (g) (2)
 * Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

APPENDIX E TO SUBPART P—ALTERNATIVES TO TIMBER SHORING

Figure 1. Aluminum Hydraulic Shoring

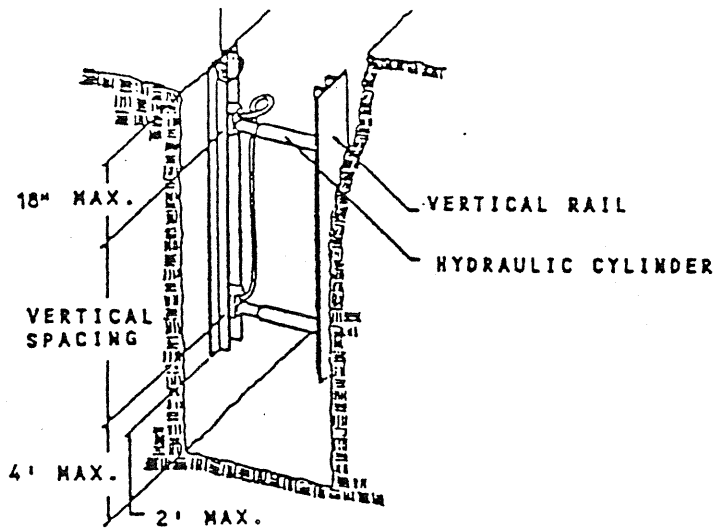


Figure 2. Pneumatic/hydraulic Shoring

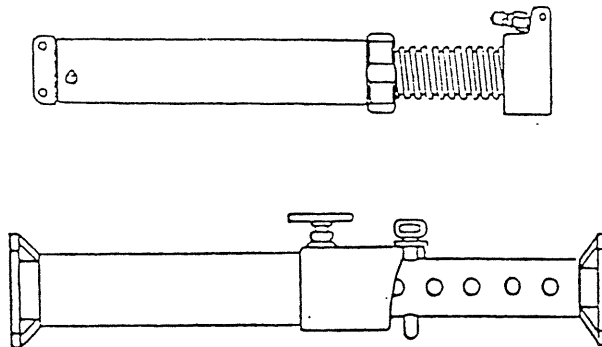


Figure 3. Trench Jacks (Screw Jacks)

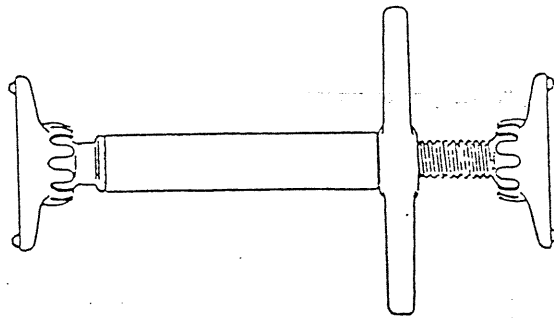
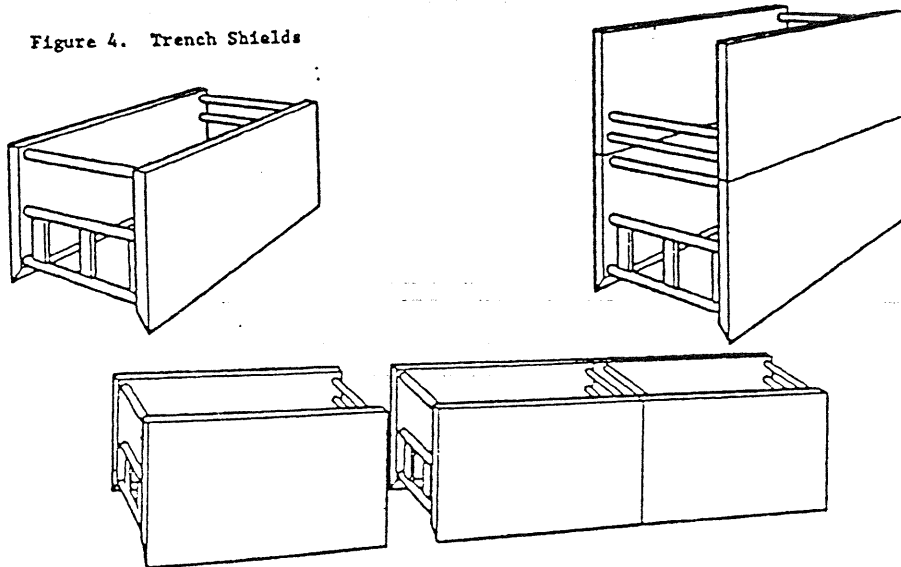


Figure 4. Trench Shields



APPENDIX F TO SUBPART P—SELECTION OF PROTECTIVE SYSTEMS

The following figures are a graphic summary of the requirements contained in subpart P for excavations 20 feet or less in depth. Protective systems for use in excavations more than 20 feet in depth must be designed by a registered professional engineer in accordance with § 1926.652 (b) and (c).

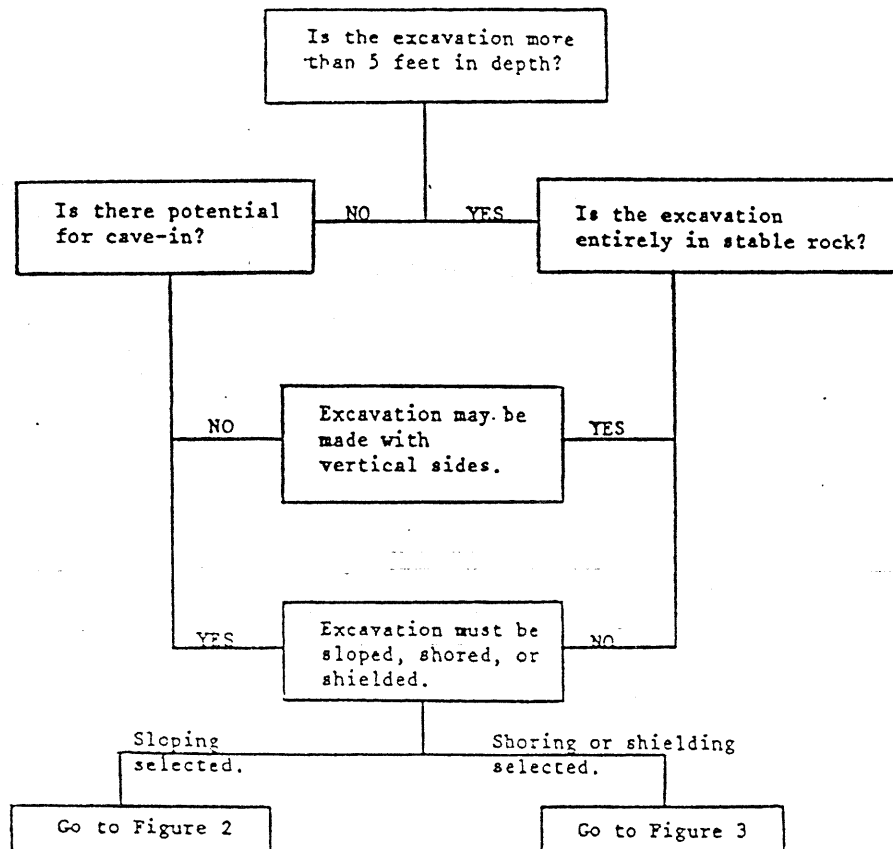


FIGURE 1 - PRELIMINARY DECISIONS

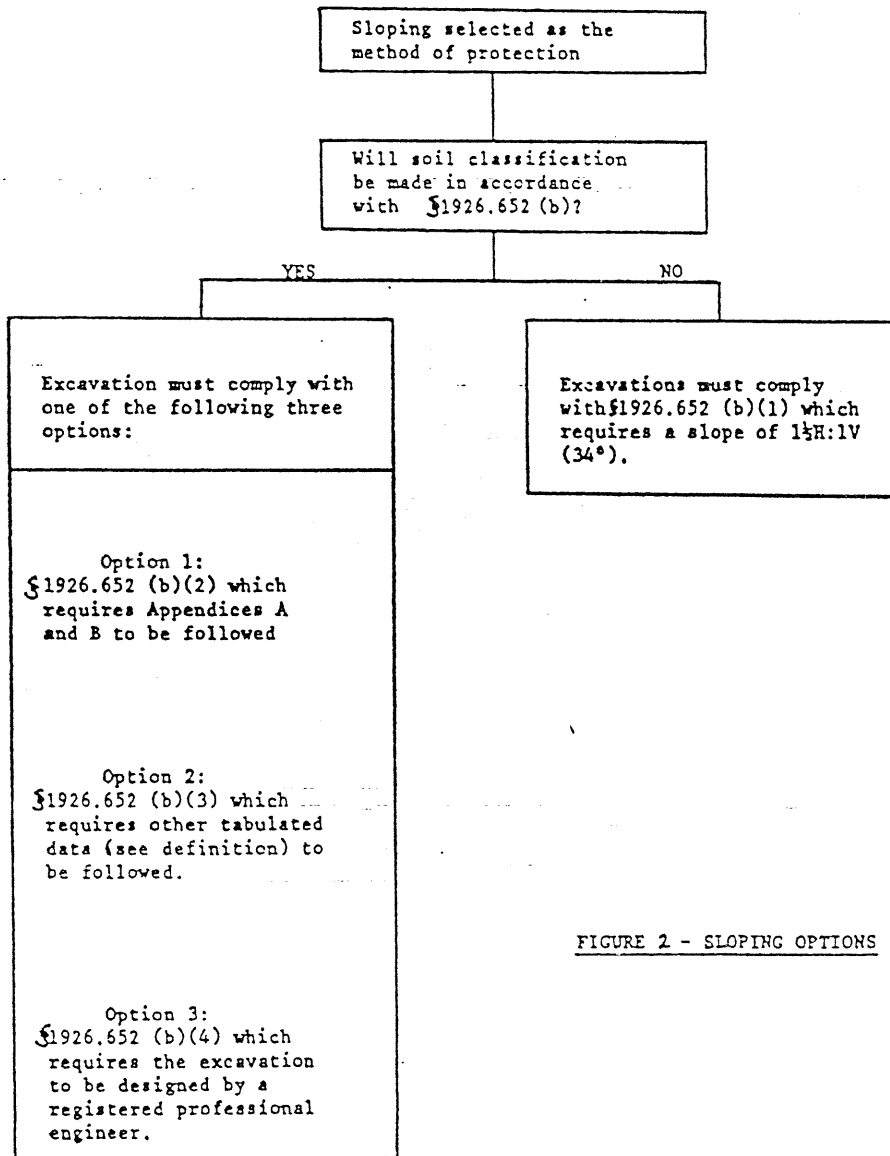


FIGURE 2 - SLOPING OPTIONS

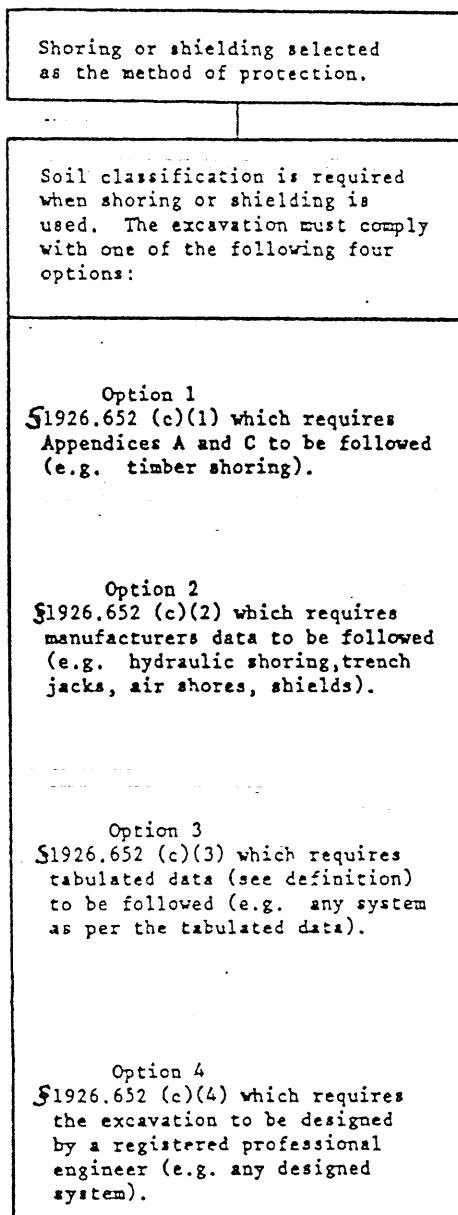


FIGURE 3 - SHORING AND SHIELDING OPTIONS

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01020 – FIELD ENGINEERING

PART 1 - GENERAL

1.1 SCOPE OF WORK

The Contractor shall provide such field engineering services as required for proper completion of the Work including, but not limited to:

- A. Structural design of shores, forms, braces and similar items provided by the Contractor as part of his means and methods of construction.
- B. Using adequate number of skilled workmen who are thoroughly trained and experienced in the necessary skills and who are completely familiar with specified requirements and methods for completion of the project.

1.2 CONSTRUCTION STAKING

- A. The Contractor shall provide competent, suitably qualified personnel to survey and layout the work and perform construction as specified. The Owner will provide on-site markings of existing water and sewer mains to be used as reference control for new pipeline fittings. The Contractor should take care to use markings, efficiently so that re-markings will not be required or will be kept down to maximum of one. Excess re-marking required from Owner shall be reimbursed to Owner by change order action.

1.3 SUBMITTALS

- A. Upon request, the following shall be submitted:
 - 1. Documentation verifying the accuracy of the field engineering work.
 - 2. Certification, signed by the Contractor's field Engineer, stating that elevations and locations of improvements are in conformance with the requirements of the Contract Documents.

1.4 SURVEY MONUMENTS AND REFERENCE POINTS

- A. In addition to the procedures directed by the Contractor, the field Engineer shall have the following responsibilities:
 - 1. Locate all survey control monuments, points and reference points before starting work on the site.
 - 2. Preserve and protect all permanent reference points and survey monuments during progress of the construction.
 - 3. Do not change or relocate points without specific approval by the Engineer.

DELTA PLANNED WATER LINE REPLACEMENT

1.5 SUPPLIER'S/MANUFACTURER'S SPECIAL SERVICES

- A. Installation Assistance: Competent and experienced technical personnel shall represent the manufacturers of all equipment and systems as may be necessary to resolve assembly or installation problems at the work site which are attributable to, or associated with, the equipment furnished.
- B. Functional Testing: Where functional testing services are called for in the Technical Specifications, or when technical assistance is necessary to resolve performance problems that may become apparent during the performance test, the manufacturer's representative shall provide such assistance as necessary to demonstrate the specified performance.
- C. Training of Owner's Personnel: Where training is called for in the Technical Specifications, the manufacturer's or supplier's representative shall provide classroom and on-the-job training for the Owner's personnel in the operation and maintenance of the specified equipment.
- D. Scheduling and Coordination of Services: The Contractor shall designate and provide one person to be responsible for scheduling, coordinating, and expediting the specified services. Scheduling the services shall be done in cooperation with, and with the approval of the Engineer and Owner's operating personnel. Such schedule shall be arranged with the appropriate subcontractors, manufacturers, and suppliers in sufficient time to assure their compliance with the service requirements.
- E. Costs for Services: Costs for providing services during installation, testing and for the training of Owner's personnel shall be included in the costs for providing the applicable specified equipment.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01021 – TPDES REQUIREMENTS

PART 1 - GENERAL

The Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit No. TXR 150000, was issued March 5, 2018 (Construction General Permit). The Construction General Permit allows operators to obtain permit coverage for storm water conveyance from Small and Large Construction Activities. The TPDES program implements the federal National Pollutant Discharge Elimination System (NPDES) program in the state of Texas, which requires that operators of Small or Large Construction Activities obtain permit coverage prior to the commencement of construction activities.

The Engineer has estimated that the project will disturb approximately **5.10**-acres of land. The Contractor will need to provide and implement a SWP3 as required for his construction support activities and proposed construction means and methods.

1.1 SECTION INCLUDES

- A. Documentation to be prepared and signed by the Contractor before conducting construction operations, in accordance with the Texas Pollutant
- B. Discharge Elimination System (TPDES) Construction General Permit Number TXR 150000, issued on March 5, 2018 (Construction General Permit).
- C. Implementation, maintenance inspection, and termination of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, and other applicable practices shown on the drawings or specified elsewhere in the Contract.

1.2 DEFINITIONS

- A. Commencement of Construction Activities: The exposure of soil resulting from activities such as clearing, grading, and excavation.
- B. Large Construction Activity is defined as a project that:
 - 1. Disturbs five acres or more, or
 - 2. Disturbs less than five acres but is part of a large common plan of development that will disturb five acres or more of land.
- C. Small Construction Activity is a project that:
 - 1. Disturbs one or more acres but less than five acres, or
 - 2. Disturbs less than one acre but is part of a large common plan of development that will ultimately disturb one or more acres but less than five acres.
- D. Operator is a person or persons who have day-to-day operation control of the construction activities, which are necessary to ensure compliance with the SWP3 for the site.

PART 2 – PRODUCTS – NOT USED

DELTA PLANNED WATER LINE REPLACEMENT

PART 3 – EXECUTION

3.1 STORM WATER POLLUTION PREVENTION PLAN (SWP3)

- A. The Contractor shall have a SWP3 prepared in accordance with Part III of the Construction General Permit for Small or Large Construction Activities. A Professional Engineer licensed in the state of Texas shall prepare the SWP3, in accordance with City of El Paso ordinance.
- B. Support Activities within 1-mile distance of project boundary of the permitted construction site, which directly support the project, should be included in the Storm Water Pollution Prevention Plan prepared for the Contractor. These activities include but are not limited to:
 - (a) Equipment Staging Areas
 - (b) Material Storage yards
 - (c) Material Borrow areas
 - (d) Excavated material disposal areas
 - (e) Concrete batch plants
 - (f) Asphalt batch plants

Refer to Part II, Section A of the Construction General Permit for a description of Discharges Eligible for Authorization under the Construction General Permit.

- C. The SWP3 shall be updated as needed during construction following Part III, Section E of the Construction General Permit.
- D. The SWP3 shall be submitted to the Engineer 15 days after award of the contract. Any comments provided shall be addressed prior to commencing construction activities.
- E. The SWP3 shall be submitted to the City of El Paso Planning and Inspections Department, Land Development Section for review and approval seven (7) days prior to commencement of construction activities. Refer to Part 3.1, Section E and Part 3.2, Section B for additional submittal requirements for Large and Small Construction Activities, respectively.
- F. The SWP3 shall be implemented prior to commencement of construction activities and maintained through the duration of construction.

3.2 LARGE CONSTRUCTION ACTIVITY

A. NOTICE OF INTENT (NOI)

1. The Contractor, as Primary Operator as defined in TPDES General Permit, shall fill out, sign, and date the TCEQ Form 20022 (03/6/2018) Notice of Intent for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR 150000), included at the end of this Section.
2. The Contractor shall submit a copy of the Notice of Intent (NOI) Form, along with applicable fee to the TCEQ. A copy of the package will be submitted to the Engineer.
3. The Engineer will prepare Owner's SWP3 complete a separate Notice of Intent (NOI) Form for the Owner, as Secondary Operator per TPDES General Permit, for submittal to the TCEQ.
4. Submission of the NOI Form by both the Owner and Contractor to TCEQ is required a minimum of two days before Commencement of Construction Activities.
5. The Contractor shall submit copies of the NOI to the City of El Paso Planning and Inspections Department, Land Development Section.

DELTA PLANNED WATER LINE REPLACEMENT

6. Contractor shall Post a signed copy of the NOI near the main entrance of a construction site in a prominent place for viewing by the general public and local, state, and federal authorities prior to commencing construction activities, and maintain it in that location until completion of the construction. Post name and telephone number of Contractor's local contact person, brief project description and location of SWP3.

If Project is a linear construction project (e.g.: road, utilities, etc.), post notice in a publicly accessible location near active construction. Move notice as necessary.

B. NOTICE OF CHANGE (NOC) LETTER

If the operator becomes aware that he failed to submit any relevant facts or submitted incorrect information in the NOI, the correct information must be provided to the executive director in a NOC letter within 14 days of the change. A copy of the NOC must be provided to the Engineer and City of El Paso Environment Department.

C. ANNUAL WATER QUALITY FEES

The Water Quality Annual Fee has been incorporated into the NOI fees as described in Part VIII of the Construction General Permit.

D. NOTICE OF TERMINATION (NOT)

1. Submit a Notice of Termination (NOT) to the TCEQ and the Engineer ten (10) days after:
 - (a) Final stabilization has been achieved on all portions of the site that are the responsibility of the Contractor, or
 - (b) Another operator has assumed control over all areas of the site that have not been stabilized.
 - (c) All silt fences and other temporary erosion controls have either been removed, scheduled to be removed as defined in the SWP3, or transferred to a new operator has sought permit coverage.
2. Submittal of the NOT to the Engineer is required for final acceptance of the project.
3. The Engineer will complete the El Paso Water Utilities NOT for submittal to TCEQ.
4. The Contractor shall submit a signed copy of the NOT to the City of El Paso Environment Department.

E. STORM WATER POLLUTION PREVENTION PLAN APPLICATION

1. Fill out and sign the City of El Paso Planning and Inspections Department, Land Development Section Storm Water Pollution Prevention Plan Application (also known as Storm Drain Pollution Control Plan).
2. Provide the Engineer with a copy of the signed application 10 days prior to commencing construction activities.
3. Submit the original signed application along with applicable fee and two copies of the SWP3 to the City of El Paso Planning and Inspections Department, Land Development Section for review and approval seven (7) days prior to commencing construction activities.
4. Contractor to coordinate additionally with:

DELTA PLANNED WATER LINE REPLACEMENT

EPWU Stormwater Code Compliance
P.O. Box 511, El Paso, TX 79961-0511
storm_construction@epwater.org
Fax: 915-532-8285
Phone: 915-621-2093

3.3 SMALL CONSTRUCTION ACTIVITY

A. CONSTRUCTION SITE NOTICE

1. Fill out, sign, and date the Construction Site Notice, included at the end of this Section. Submit the signed copy of the Construction Site Notice to the Engineer at least two days before commencement of construction activities.
2. Post a signed copy of the Construction Site Notice near the main entrance of a construction site in a prominent place for viewing by the general public and local, state, and federal authorities prior to commencing construction activities, and maintain it in that location until completion of the construction. Post name and telephone number of Contractor's local contact person, brief project description and location of SWP3.

If Project is a linear construction project (e.g: road, utilities, etc.), post notice in a publicly accessible location near active construction. Move notice as necessary.

3. The Contractor shall submit a signed copy of the Construction Site Notice to City of El Paso Planning and Inspections Department, Land Development Section.

B. STORM WATER POLLUTION PREVENTION PLAN APPLICATION

1. Fill out and sign the City of El Paso Environment Department Storm Water Pollution Prevention Plan Application.
2. Provide the Engineer with a copy of the signed application 10 days prior to commencing construction activities.
3. Submit the original signed application along with applicable fee and two copies of the SWP3 to City of El Paso Planning and Inspections Department, Land Development Section for review and approval seven (7) days prior to commencing construction activities.

3.4 CERTIFICATION REQUIREMENTS

- A. Fill out Pollution Prevention Plan Certification Form to include the Operator's signature, name, title and organization.
- B. Contractor and Subcontractors shall sign and date Contractor's/ Subcontractor's Certification for TPDES Permitting included at the end of this Section including Contractor's name, address, and telephone number, and the names if persons or firms responsible for maintenance and inspection of erosion and sediment control measures. Use multiple copies as required to document full information. Include this certification with other Project certification forms.
- C. Submit properly completed certification forms to the engineer for review before commencing construction.
- D. Conduct inspections in accordance with TCEQ requirements. Ensure persons of firms responsible for maintenance and inspection of erosion and sediment control measure read, fill out, sign, and

DELTA PLANNED WATER LINE REPLACEMENT

date the Erosion Control Contractor's Certification for Inspection and Maintenance. Use EPA's NPDES Construction Inspection Form included at the end of this Section. Controls must be inspected once every fourteen (14) calendar days and within twenty-four (24) hours of the end of Storm event of 0.5 inches or greater, in accordance with Part III, Section F, of the Construction General Permit.

3.5 RETENTION OF RECORDS

- A. Keep a copy of this document and the SWP3 in a readily accessible location at the construction site from Commencement of Construction Activity, and maintain it in that location until completion of the construction. Contractors with day-to-day operational control over SWP3 implementation shall have a copy of the SWP3 available at a central location, on-site, for the use of all operators and those identified as having responsibility under the SWP3.

3.6 ON-SITE WASTE MATERIAL STORAGE

- A. On site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.
- B. Prepare list of waste material to be stored on-site. Update list as necessary to include up-to-date information. Keep a copy of the updated list with the SWP3.
- C. Prepare description of controls to reduce pollutants generated from on-site storage. Include storage practices necessary minimize exposure of materials to storm water, and spill prevention and response measures consistent with best management practices. Keep a copy of the description with the SWP3.

END OF SECTION



Low Rainfall Erosivity Waiver (LREW) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

IMPORTANT

- Use the [INSTRUCTIONS](#) to fill out each question in this form.
- Use the [CHECKLIST](#) to make certain you filled out all required information. **Incomplete applications will delay approval or result in automatic denial.**
- Once processed your permit authorization can be viewed at: http://www2.tceq.texas.gov/wq_dpa/index.cfm

ePERMITS

- **Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).**
- To submit this form electronically, enter the following web address into your internet browser and follow the instructions: <https://www3.tceq.texas.gov/steers/index>.

RENEWAL

Note: A Waiver cannot be renewed after June 3, 2018.

Is this a renewal of an existing LREW? Yes No

If Yes, provide the authorization number here: TXRCW

NOTE: If an authorization number is not provided, a new number will be assigned.

SECTION 1 OPERATOR (APPLICANT)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity?

b) What is the Legal Name of the entity (applicant) applying for this waiver? (The legal name must be spelled exactly as the name filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

c) What is the contact information for the Operator (Responsible Authority)?

Prefix (Mr. Ms. Miss):

First and Last Name: Suffix:

Title: Credentials:

Phone Number: Fax Number:

E-mail:

Mailing Address: [REDACTED]

City, State, and Zip Code: [REDACTED]

Mailing Information if outside USA:

Territory: [REDACTED]

Country Code: [REDACTED] Postal Code: [REDACTED]

d) Indicate the type of customer:

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Federal Government |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> County Government |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> State Government |
| <input type="checkbox"/> Trust | <input type="checkbox"/> City Government |
| <input type="checkbox"/> Sole Proprietorship (D.B.A.) | <input type="checkbox"/> Other Government |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other: [REDACTED] |
| <input type="checkbox"/> Estate | |

e) Is the applicant an independent operator? (If governmental entity, subsidiary, or part of a larger corporation, check "No".) Yes No

f) Number of Employees. Select the range applicable to your company.

- | | |
|----------------------------------|--|
| <input type="checkbox"/> 0-20 | <input type="checkbox"/> 251-500 |
| <input type="checkbox"/> 21-100 | <input type="checkbox"/> 501 or higher |
| <input type="checkbox"/> 101-250 | |

g) Customer Business Tax and Filing Numbers: (**Required** for Corporations and Limited Partnerships. **Not Required** for Individuals, Government, or Sole Proprietors.)

State Franchise Tax ID Number: [REDACTED]

Federal Tax ID: [REDACTED]

Texas Secretary of State Charter (filing) Number: [REDACTED]

DUNS Number (if known): [REDACTED]

SECTION 2 APPLICATION CONTACT

This individual will be contacted if TCEQ needs additional information regarding this application.

Is the application contact the same as the applicant identified above?

- Yes, go to Section 3
- No, complete this section

Prefix (Mr. Ms. Miss): [REDACTED]

First and Last Name: [REDACTED] Suffix: [REDACTED]

Title: [redacted] Credential: [redacted]
Organization Name: [redacted]
Phone Number: [redacted] Fax Number: [redacted]
E-mail: [redacted]
Mailing Address: [redacted]
Internal Routing (Mail Code, Etc.): [redacted]
City, State, and Zip Code: [redacted]
Mailing Information if outside USA:
Territory: [redacted]
Country Code: [redacted] Postal Code: [redacted]

SECTION 3 REGULATED ENTITY (RE) INFORMATION FOR THE PROJECT OR SITE

- a) If this is an existing permitted site, what is the Regulated Entity Number (RN) issued to the site? RN [redacted]
(Refer to Section 3.a) of the Instructions)
- b) Name of project or site (the name known by the community where it's located): [redacted]
- c) In your own words, briefly describe the type of construction occurring at the regulated site (residential, industrial, commercial, or other): [redacted]
- d) County or Counties (if located in more than one): [redacted]
- e) Latitude: [redacted] Longitude: [redacted]
- f) Site Address/Location

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete *Section A*.

If the site does not have a physical address, provide a location description in *Section B*. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section A:

Street Number and Name: [redacted]
City, State, and Zip Code: [redacted]

Section B:

Location Description: [redacted]
City (or city nearest to) where the site is located: [redacted]
Zip Code where the site is located: [redacted]

SECTION 4 GENERAL CHARACTERISTICS

- a) Is the project/site located on Indian Country Lands?

- Yes, do not submit this form. You must obtain authorization through EPA Region 6.
- No

b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?

- Yes. Note: The construction stormwater runoff may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA Region 6.
- No

c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? [REDACTED]

d) What is the Secondary SIC Code(s), if applicable? [REDACTED]

e) What is the total number of acres disturbed? [REDACTED]

f) Will the construction site disturb an area of 5 or more acres, or is the construction site part of a larger common plan of development or sale that would disturb an area of 5 or more acres?

- Yes, do not submit this form. This project or site does not qualify for a waiver.
- No

g) What is the estimated start date of the project? [REDACTED]

h) What is the estimated end date of the project? [REDACTED]

i) Does the construction site have an R-Factor of less than 5, based on its location and time frame for completion?

- Yes
- No, do not submit this form. This project or site does not qualify for a waiver.

j) What is the name of the first water body(ies) to receive the stormwater runoff or potential runoff from the site? [REDACTED]

k) What is the segment number(s) of the classified water body(ies) that the discharge will eventually reach? [REDACTED]

l) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?

- Yes
- No

If Yes, provide the name of the MS4 operator: [REDACTED]

Note: The general permit requires you to send a copy of this LREW form to the MS4 operator.

m) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?

Yes, complete the certification below.

No, go to Section 5.

I certify that a copy of the TCEQ approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the Stormwater Pollution Prevention Plan). Yes

SECTION 5 CERTIFICATION

- a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). Yes
- b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. Yes
- c) I certify that the activities at this site qualify for coverage under the Construction General Permit (TXR150000). Yes
- d) I understand that construction activities at this site shall occur within a time period in which the erosivity factor (R Factor) is less than 5, and if construction activities continue past the end date provided in this form, a new R factor must be calculated based on the initial start date and a new end date. If the R Factor is greater than or equal to 5, all applicable sections of the general permit must be followed. Yes
- e) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes

Operator Certification:

Operator Signatory Name: _____

Operator Signatory Title: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code 305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____ Date: _____

LOW RAINFALL EROSION WAIVER CHECKLIST (TXR150000)

Use this checklist to be sure you complete everything! **Missing information may result in denial of waiver coverage under the general permit.**

RENEWAL

- For renewal of an existing authorization, the authorization number is provided.

OPERATOR INFORMATION

- Customer Number (CN) issued by TCEQ Central Registry
- Legal name as filed to do business in Texas (Call TX SOS 512-463-5555)
- Name and title of responsible authority signing the application
- Phone number and e-mail address
- Mailing address is complete & verifiable with USPS. www.usps.com
- Type of operator (entity type). Is the applicant an independent operator?
- Number of employees
- For corporations or limited partnerships - Tax ID and SOS filing numbers
- Application contact is complete & address is verifiable with USPS <http://www.usps.com>

REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

- Regulated Entity Number (RN) (if site is already regulated by TCEQ)
- Site/project name and construction activity description
- County
- Latitude and longitude <http://www.tceq.texas.gov/gis/sqmaview.html>
- Site Address/Location. Do not use a rural route or post office box.

GENERAL CHARACTERISTICS

- Indian Country Lands - The facility is not on Indian Country Lands.
- Construction activity not related to facility associated with oil, gas, or geothermal resources
- Standard Industrial Classification (SIC) Code www.osha.gov/oshstats/sicser.html
- Acres disturbed is provided
- Acres disturbed for site or common plan of development is < 5 acres
- Estimated Start and End Dates of the project
- Is the R Factor < 5
- Receiving water body(ies)
- Segment number(s)
- MS4 operator
- Edwards Aquifer Rule

CERTIFICATION

- Certification statements have been checked indicating "Yes"
- Signature meets 30 Texas Administrative Code (TAC) 305.44 and is original.

Instructions for Low Rainfall Erosivity Waiver (LREW) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

GENERAL INFORMATION

Where to Send the Waiver:

By Regular Mail:	By Overnight/Express Mail:
TCEQ	TCEQ
Stormwater Processing Center (MC228)	Stormwater Processing Center (MC228)
P.O. Box 13087	12100 Park 35 Circle
Austin, Texas 78711-3087	Austin, TX 78753

TCEQ Contact List

Application - status and form questions:	512-239-3700, swpermit@tceq.texas.gov
Technical questions:	512-239-4671, swgp@tceq.texas.gov
Environmental Law Division:	512-239-0600
Records Management - obtain copies of forms:	512-239-0900
Reports from databases (as available):	512-239-DATA (3282)
Cashier's office:	512-239-0357 or 512-239-0187

Waiver Process

When your Waiver is received by the program, the form will be processed as follows:

- **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(es) on the form must be verified with the US Postal service as receiving regular mail delivery. Do not give an overnight/express mailing address.
- **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.
- **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.

or

Denial of Coverage: If the operator fails to respond to the NOD or the response is inadequate, coverage under the general permit may be denied. If coverage is denied, the operator will be notified.

General Permit (Your Permit)

For LREWs submitted **electronically** through ePermits, construction activities are provisionally waived from the otherwise applicable requirements of this general permit immediately following confirmation of receipt of the LREW form by the TCEQ.

For **paper** LREWs, construction activities are provisionally waived from the otherwise applicable requirements of this general permit **7 days after a completed LREW is postmarked for delivery** to the TCEQ.

Coverage ends on the Estimated End Date as entered in the LREW form.

You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site <http://www.tceq.texas.gov>. Search using key word TXR150000.

Change in Operator

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent or Waiver. The NOT and NOI/Waiver must be submitted no later than 10 days prior to the change in Operator status.

TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. After final acknowledgment of coverage under the general permit, the program will assign a Customer Number and Regulated Entity Number, if one has not already been assigned to this customer or site.

For existing customers and sites, you can find the Customer Number and Regulated Entity Number by entering the following web address into your internet browser: <http://www15.tceq.texas.gov/crpub/>. You can search by your permit number, the Regulated Entity (RN) number, or the Customer Number (CN). If you do not know these numbers, you can select "Advanced Search" to search by permittee name, site address, etc.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For this permit, a Notice of Change form must be submitted to the program area.

INSTRUCTIONS FOR FILLING OUT THE WAIVER FORM

Renewal of General Permit. Dischargers holding active authorizations under the expired General Permit are required to submit a Waiver to continue coverage. The existing permit number is required. If the permit number is not provided or has been terminated, expired, or denied, a new permit number will be issued.

Section 1. OPERATOR (APPLICANT)

a) Customer Number (CN)

TCEQ's Central Registry will assign each customer a number that begins with CN, followed by nine digits. **The is not a permit number, registration number, or license number.**

If the applicant is an existing TCEQ customer, the Customer Number is available at the following website: <http://www15.tceq.texas.gov/crpub/>. If the applicant is not an existing TCEQ customer, leave the space for CN blank.

b) Legal Name

Provide the current legal name of the applicant. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, as filed in the county. You may contact the SOS at 512-463-5555, for more information related to filing in Texas. If filed in the county, provide a copy of the legal documents showing the legal name.

c) Contact Information for the Applicant (Responsible Authority)

Provide information about person signing the application in Section 5) Certification. This person is also referred to as the Responsible Authority.

Provide a complete mailing address for receiving mail from the TCEQ. The address must be recognized by the US Postal Service You may verify the address on the following website: <https://tools.usps.com/go/ZipLookupAction!input.action>.

The phone number should provide contact to the applicant.

The fax number and e-mail address are optional and should correspond to the applicant.

d) Type of Customer (Entity Type)

Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type. Note that the selected entity type also indicates the name that must be provided as an applicant for a permit, registration or authorization.

Individual

An individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ.

Partnership

A customer that is established as a partnership as defined by the Texas Secretary of State Office (TX SOS). If the customer is a 'General Partnership' or 'Joint Venture' filed in the county (not filed with TX SOS), the legal name of each partner forming the 'General Partnership' or 'Joint Venture' must be provided. Each 'legal entity' must apply as a co-applicant.

Trust or Estate

A trust and an estate are fiduciary relationships governing the trustee/executor with respect to the trust/estate property.

Sole Proprietorship (DBA)

A sole proprietorship is a customer that is owned by only one person and has not been incorporated. This business may:

1. be under the person's name
2. have its own name (doing business as or DBA)
3. have any number of employees.

If the customer is a Sole Proprietorship or DBA, the 'legal name' of the individual business 'owner' must be provided. The DBA name is not recognized as the 'legal name' of the entity. The DBA name may be used for the site name (regulated entity).

Corporation

A customer that meets all of these conditions:

1. is a legally incorporated entity under the laws of any state or country
2. is recognized as a corporation by the Texas Secretary of State
3. has proper operating authority to operate in Texas

The corporation's 'legal name' as filed with the Texas Secretary of State must be provided as applicant. An 'assumed' name of a corporation is not recognized as the 'legal name' of the entity.

Government

Federal, state, county, or city government (as appropriate)

The customer is either an agency of one of these levels of government or the governmental body itself. The government agency’s ‘legal name’ must be provided as the applicant. A department name or other description of the organization is not recognized as the ‘legal name’.

Other

This may include a utility district, water district, tribal government, college district, council of governments, or river authority. Provide the specific type of government.

e) Independent Entity

Check No if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check Yes.

f) Number of Employees

Check one box to show the number of employees for this customer’s entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

g) Customer Business Tax and Filing Numbers

These are required for Corporations and Limited Partnerships. These are not required for Individuals, Government, and Sole Proprietors.

State Franchise Tax ID Number

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here.

Federal Tax ID

All businesses, except for some small sole proprietors, individuals, or general partnerships should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Sole proprietors, individuals, or general partnerships do not need to provide a federal tax ID.

TX SOS Charter (filing) Number

Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512-463-5555.

DUNS Number

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

Section 2. APPLICATION CONTACT

Provide the name and contact information for the person that TCEQ can contact for additional information regarding this application.

Section 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) Regulated Entity Number (RN)

The RN is issued by TCEQ's Central Registry to sites where an activity is regulated by TCEQ. This is not a permit number, registration number, or license number. Search TCEQ's Central Registry to see if the site has an assigned RN at <http://www15.tceq.texas.gov/crpub/>. If this regulated entity has not been assigned an RN, leave this space blank.

If the site of your business is part of a larger business site, an RN may already be assigned for the larger site. Use the RN assigned for the larger site.

If the site is found, provide the assigned RN and provide the information for the site to be authorized through this application. The site information for this authorization may vary from the larger site information.

An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

b) Name of the Project or Site

Provide the name of the site or project as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

c) Description of Activity Regulated

In your own words, briefly describe the type of construction occurring at the regulated site (residential, industrial, commercial, or other) that requires this authorization. Do not repeat the SIC Code description.

d) County

Identify the county where the site or project is located. If the site or project is located in more than one county, provide the county names as secondary.

e) Latitude and Longitude

Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to:

<http://www.tceq.texas.gov/gis/sqmaview.html>

f) Site Address/Location

If a site has an address that includes a street number and street name, enter the complete address for the site in *Section A*. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate a site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

If a site does not have an address that includes a street number and street name, provide a complete written location description in *Section B*. For example: "The site is

located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.”

Provide the city (or nearest city) and zip code of the site location.

Section 4. GENERAL CHARACTERISTICS

a) Indian Country Lands

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA, Region 6, Dallas, Texas. Do not submit this form to TCEQ.

b) Construction activity associated with facility associated with exploration, development, or production of oil, gas, or geothermal resources

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas (RRC) and may need to obtain authorization from EPA Region 6.

Construction activities associated with a facility related to oil, gas or geothermal resources may include the construction of a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel.

Where required by federal law, discharges of stormwater associated with construction activities under the RRC's jurisdiction must be authorized by the EPA and the RRC, as applicable. Activities under RRC jurisdiction include construction of a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources, such as a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility under the jurisdiction of the RRC; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel.

The RRC also has jurisdiction over stormwater from land disturbance associated with a site survey that is conducted prior to construction of a facility that would be regulated by the RRC. Under 33 U.S.C. §1342(l)(2) and §1362(24), EPA cannot require a permit for discharges of stormwater from field activities or operations associated with {oil and gas} exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, whether or not such field activities or operations may be considered to be construction activities unless the discharge is contaminated by contact with any overburden, raw material, intermediate product, finished product, byproduct, or waste product located on the site of the facility. Under §3.8 of this title (relating to Water Protection), the RRC prohibits operators from causing or allowing pollution of surface or subsurface water. Operators are encouraged to implement and maintain best management

practices (BMPs) to minimize discharges of pollutants, including sediment, in stormwater during construction activities to help ensure protection of surface water quality during storm events.

For more information about the jurisdictions of the RRC and the TCEQ, read the Memorandum of Understanding (MOU) between the RRC and TCEQ at 16 Texas Administrative Code, Part 1, Chapter 3, Rule 3.30, by entering the following link into an internet browser:

[http://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30) or contact the TCEQ Stormwater Team at 512-239-4671 for additional information.

c) Primary Standard Industrial Classification (SIC) Code

Provide the SIC Code that best describes the construction activity being conducted at this site.

Common SIC Codes related to construction activities include:

- 1521 - Construction of Single Family Homes
- 1522 - Construction of Residential Bldgs. Other than Single Family Homes
- 1541 - Construction of Industrial Bldgs. and Warehouses
- 1542 - Construction of Non-residential Bldgs, other than Industrial Bldgs. and Warehouses
- 1611 - Highway and Street Construction, except Highway Construction
- 1622 - Bridge, Tunnel, and Elevated Highway Construction
- 1623 - Water, Sewer, Pipeline and Communications, and Power Line Construction

For help with SIC Codes, go to: <http://www.osha.gov/pls/imis/sicsearch.html>

d) Secondary SIC Code

Secondary SIC Code(s) may be provided. Leave blank if not applicable. For help with SIC Codes, go to: <http://www.osha.gov/pls/imis/sicsearch.html>

e) Total Number of Acres Disturbed

Provide the approximate number of acres that the construction site will disturb. Construction activities that disturb 5 or more acres are not eligible for a Waiver. Disturbed means any clearing, grading, excavating, or other similar activities.

If you have any questions about this item, please contact the stormwater technical staff by phone at 512-239-4671 or by email at swgp@tceq.texas.gov.

f) Five or more acres or Common Plan of Development

Check Yes if the construction activity disturbs 5 acres or more, or the construction activity is part of a larger common plan of development or sale that would disturb 5 acres or more. Otherwise, check No. Disturbed means any clearing, grading, excavating, or other similar activities.

If Yes is selected, the construction activity is not eligible for a waiver, and authorization to discharge stormwater must be obtained by following the provisions for coverage under the

Construction General Permit (TXR150000). Only construction activities that disturb less than five acres are eligible for this waiver.

For more information on what a common plan of development is, refer to the definition of “Common Plan of Development” in the Definitions section of the general permit or enter the following link into your internet browser:

www.tceq.texas.gov/permitting/stormwater/common_plan_of_development_steps.html

For further information, go to the TCEQ stormwater construction webpage at: www.tceq.texas.gov/goto/construction and search for “Additional Guidance and Quick Links”. If you have any further questions about the Common Plan of Development you can contact the TCEQ Stormwater Team at 512-239-4671 or the TCEQ Small Business and Environmental Assistance at 800-447-2827.

g) Estimated Start Date of the Project

This is the date that any construction activity or construction support activity is initiated at the site. If renewing the permit provide the original start date of when construction activity for this project began.

The date provided must be used to calculate the R Factor for the site.

h) Estimated End Date of the Project

This is the date that the construction activity will be completed.

The date provided must be used to calculate the R Factor for the site.

i) R Factor of Less Than 5

Check Yes if the calculated R Factor for the construction site is less than 5. If the construction site has an R Factor equal to or greater than 5, this construction project or site does not qualify for a waiver. An authorization to discharge stormwater must be obtained by following the provisions in the Construction General Permit (TXR150000).

j) Identify the water body(ies) receiving stormwater runoff

The stormwater may be discharged directly to a receiving stream or through a MS4 from your site. It eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. You must provide the name of the water body that receives the discharge from the site (a local stream or lake).

If your site has more than one outfall you need to include the name of the first water body for each outfall, if they are different.

k) Identify the segment number(s) of the classified water body(ies)

Identify the classified segment number(s) receiving a discharge directly or indirectly. Go to the following link to find the segment number of the classified water body where stormwater will flow from the site:

www.tceq.texas.gov/waterquality/monitoring/viewer.html

You may also find the segment number in TCEQ publication GI-316:

www.tceq.texas.gov/publications/gi/gi-316

If the discharge is into an unclassified receiving water and then crosses state lines prior to entering a classified segment, select the appropriate watershed:

- 0100 (Canadian River Basin)

- 0200 (Red River Basin)
- 0300 (Sulfur River Basin)
- 0400 (Cypress Creek Basin)
- 0500 (Sabine River Basin)

Call the Water Quality Assessments section at 512-239-4671 for further assistance.

l) Discharge into MS4 - Identify the MS4 Operator

The discharge may initially be into a municipal separate storm sewer system (MS4). If the stormwater discharge is into an MS4, provide the name of the entity that operates the MS4 where the stormwater discharges. An MS4 operator is often a city, town, county, or utility district, but possibly can be another form of government. Please note that the Construction General Permit requires the Operator to supply the MS4 with a copy of the Waiver submitted to TCEQ. For assistance, you may call the technical staff at 512-239-4671.

m) Discharges to the Edwards Aquifer Recharge Zone and Certification

The general permit requires the approved Contributing Zone Plan or Water Pollution Abatement Plan to be included or referenced as a part of the Stormwater Pollution Prevention Plan.

See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer at: www.tceq.texas.gov/field/eapp/viewer.html

If the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, a site-specific authorization approved by the Executive Director under the Edwards Aquifer Protection Program (30 TAC Chapter 213) is required before construction can begin. The certification must be answered *Yes* for coverage under the Construction General Permit. The TCEQ approved plan must be readily available for TCEQ staff to review at the time that the LREW is submitted.

For questions regarding the Edwards Aquifer Protection Program, contact the appropriate TCEQ Regional Office. For projects in Hays, Travis and Williamson Counties: Austin Regional Office, 12100 Park 35 Circle, Austin, TX 78753, 512-339-2929. For Projects in Bexar, Comal, Kinney, Medina and Uvalde Counties: TCEQ San Antonio Regional Office, 14250 Judson Rd., San Antonio, TX 78233-4480, 210-490-3096.

Section 5. CERTIFICATIONS

Failure to indicate **Yes** to ALL of the certification items may result in denial of coverage under the general permit.

a) Certification of Understanding the Terms and Conditions of Construction General Permit (TXR150000)

Provisional coverage under the Construction General Permit (TXR150000) begins 7 days after the completed paper Waiver is postmarked for delivery to the TCEQ. Electronic applications submitted through ePermits have immediate provisional coverage. You must obtain a copy and read the Construction General Permit before submitting your application. You may view and print the Construction General Permit for which you are seeking coverage at the TCEQ web site: www.tceq.texas.gov/goto/construction

b) Certification of Legal Name

The full legal name of the applicant as authorized to do business in Texas is required. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at 512-463-5555, for more information related to filing in Texas.

c) Certification that activities qualify for coverage

Certification that activities at this site qualify for a Waiver as described in the Construction General Permit (TXR150000) is required.

d) Certification that activities will occur when R-factor is less than 5

The applicant must certify that all construction activities will occur during the period of time where the R-factor (erosivity factor) is less than 5. The R-factor can be calculated by referring to requirements given in Part II, Section G of General Permit TXR150000. The applicant is required to re-certify by re-calculating the R-factor if construction continues past the projected end date. If the re-calculated R-factor is greater than or equal to 5, then the applicant must terminate coverage under the LREW by submitting a Notice of Termination (NOT) and coverage under General Permit TXR150000 must be obtained according to the applicable requirements of the permit and all applicable sections of the permit must be followed.

e) Understanding of Notice of Termination

A permittee shall terminate coverage under the Construction General Permit through the submittal of a NOT when the operator of the facility changes, final stabilization has been reached, the discharge becomes authorized under an individual permit, or the construction activity never began at this site.

Operator Certification

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

If you are a corporation:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

If you are a municipality or other government entity:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those

identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the TCEQ's Environmental Law Division at 512-239-0600.

30 Texas Administrative Code

§305.44. Signatories to Applications

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).



Notice of Intent (NOI) for an Authorization for Stormwater Discharges Associated with Construction Activity under TPDES General Permit TXR150000

IMPORTANT INFORMATION

Please read and use the General Information and Instructions prior to filling out each question in the NOI form.

Use the NOI Checklist to ensure all required information is completed correctly.

Incomplete applications delay approval or result in automatic denial.

Once processed your permit authorization can be viewed by entering the following link into your internet browser: http://www2.tceq.texas.gov/wq_dpa/index.cfm or you can contact TCEQ Stormwater Processing Center at 512-239-3700.

ePERMITS

Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).

To submit an NOI electronically, enter the following web address into your internet browser and follow the instructions: <https://www3.tceq.texas.gov/steers/index.cfm>

APPLICATION FEE AND PAYMENT

The application fee for submitting a paper NOI is \$325. The application fee for electronic submittal of a NOI through the TCEQ ePermits system (STEERS) is \$225.

Payment of the application fee can be submitted by mail or through the TCEQ ePay system. The payment and the NOI must be mailed to separate addresses. To access the TCEQ ePay system enter the following web address into your internet browser: <http://www.tceq.texas.gov/epay>.

Provide your payment information for verification of payment:

- If payment was mailed to TCEQ, provide the following:
 - Check/Money Order Number: [REDACTED]
 - Name printed on Check: [REDACTED]
- If payment was made via ePay, provide the following:
 - Voucher Number: [REDACTED]
 - A copy of the payment voucher is attached to this paper NOI form.

RENEWAL (This portion of the NOI is not applicable after June 3, 2018)

Is this NOI for a renewal of an existing authorization? Yes No

If Yes, provide the authorization number here: TXR15 [redacted]

NOTE: If an authorization number is not provided, a new number will be assigned.

SECTION 1. OPERATOR (APPLICANT)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? CN [redacted]

(Refer to Section 1.a) of the Instructions)

b) What is the Legal Name of the entity (applicant) applying for this permit? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

[redacted]

c) What is the contact information for the Operator (Responsible Authority)?

Prefix (Mr. Ms. Miss): [redacted]

First and Last Name: [redacted] Suffix: [redacted]

Title: [redacted] Credentials: [redacted]

Phone Number: [redacted] Fax Number: [redacted]

E-mail: [redacted]

Mailing Address: [redacted]

City, State, and Zip Code: [redacted]

Mailing Information if outside USA:

Territory: [redacted]

Country Code: [redacted] Postal Code: [redacted]

d) Indicate the type of customer:

- Individual
- Limited Partnership
- General Partnership
- Trust
- Sole Proprietorship (D.B.A.)
- Corporation
- Estate
- Federal Government
- County Government
- State Government
- City Government
- Other Government
- Other: [redacted]

e) Is the applicant an independent operator? Yes No

(If a governmental entity, a subsidiary, or part of a larger corporation, check No.)

f) Number of Employees. Select the range applicable to your company.

- 0-20
- 21-100
- 101-250
- 251-500
- 501 or higher

g) Customer Business Tax and Filing Numbers: (**Required** for Corporations and Limited Partnerships. **Not Required** for Individuals, Government, or Sole Proprietors.)

State Franchise Tax ID Number: [REDACTED]
Federal Tax ID: [REDACTED]
Texas Secretary of State Charter (filing) Number: [REDACTED]
DUNS Number (if known): [REDACTED]

SECTION 2. APPLICATION CONTACT

Is the application contact the same as the applicant identified above?

- Yes, go to Section 3
- No, complete this section

Prefix (Mr. Ms. Miss): [REDACTED]
First and Last Name: [REDACTED] Suffix: [REDACTED]
Title: [REDACTED] Credential: [REDACTED]
Organization Name: [REDACTED]
Phone Number: [REDACTED] Fax Number: [REDACTED]
E-mail: [REDACTED]
Mailing Address: [REDACTED]
Internal Routing (Mail Code, Etc.): [REDACTED]
City, State, and Zip Code: [REDACTED]
Mailing information if outside USA:
Territory: [REDACTED]
Country Code: [REDACTED] Postal Code: [REDACTED]

SECTION 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) If this is an existing permitted site, what is the Regulated Entity Number (RN) issued to this site? RN [REDACTED]
(Refer to Section 3.a) of the Instructions)

- b) Name of project or site (the name known by the community where it's located): [REDACTED]
- c) In your own words, briefly describe the type of construction occurring at the regulated site (residential, industrial, commercial, or other): [REDACTED]
- d) County or Counties (if located in more than one): [REDACTED]
- e) Latitude: [REDACTED] Longitude: [REDACTED]
- f) Site Address/Location

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete *Section A*.

If the site does not have a physical address, provide a location description in *Section B*.
 Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section A:

Street Number and Name: [REDACTED]

City, State, and Zip Code: [REDACTED]

Section B:

Location Description: [REDACTED]

City (or city nearest to) where the site is located: [REDACTED]

Zip Code where the site is located: [REDACTED]

SECTION 4. GENERAL CHARACTERISTICS

- a) Is the project or site located on Indian Country Lands?
 - Yes, do not submit this form. You must obtain authorization through EPA Region 6.
 - No
- b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?
 - Yes. Note: The construction stormwater runoff may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA Region 6.
 - No
- c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? [REDACTED]
- d) What is the Secondary SIC Code(s), if applicable? [REDACTED]
- e) What is the total number of acres to be disturbed? [REDACTED]
- f) Is the project part of a larger common plan of development or sale?

Yes

No. The total number of acres disturbed, provided in e) above, must be 5 or more. If the total number of acres disturbed is less than 5, do not submit this form. See the requirements in the general permit for small construction sites.

g) What is the estimated start date of the project? [REDACTED]

h) What is the estimated end date of the project? [REDACTED]

i) Will concrete truck washout be performed at the site? Yes No

j) What is the name of the first water body(ies) to receive the stormwater runoff or potential runoff from the site? [REDACTED]

k) What is the segment number(s) of the classified water body(ies) that the discharge will eventually reach? [REDACTED]

l) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?

Yes No

If Yes, provide the name of the MS4 operator: [REDACTED]

Note: The general permit requires you to send a copy of this NOI form to the MS4 operator.

m) Is the discharge or potential discharge from the site within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?

Yes, complete the certification below.

No, go to Section 5

I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented. Yes

SECTION 5. NOI CERTIFICATION

a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). Yes

b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. Yes

c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes

d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the Construction General Permit (TXR150000). Yes

Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3, provided all obligations are confirmed by at least one operator.

SECTION 6. APPLICANT CERTIFICATION SIGNATURE

Operator Signatory Name: [REDACTED]

Operator Signatory Title: [REDACTED]

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____ Date: _____

NOTICE OF INTENT CHECKLIST (TXR150000)

Did you complete everything? Use this checklist to be sure!

Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

Confirm each item (or applicable item) in this form is complete. This checklist is for use by the applicant to ensure a complete application is being submitted. **Missing information may result in denial of coverage under the general permit.** (See NOI process description in the General Information and Instructions.)

APPLICATION FEE

If paying by check:

- Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)
- Check number and name on check is provided in this application.

If using ePay:

- The voucher number is provided in this application and a copy of the voucher is attached.

RENEWAL

- If this application is for renewal of an existing authorization, the authorization number is provided.

OPERATOR INFORMATION

- Customer Number (CN) issued by TCEQ Central Registry
- Legal name as filed to do business in Texas. (Call TX SOS 512-463-5555 to verify.)
- Name and title of responsible authority signing the application.
- Phone number and e-mail address
- Mailing address is complete & verifiable with USPS. www.usps.com
- Type of operator (entity type). Is applicant an independent operator?
- Number of employees.
- For corporations or limited partnerships - Tax ID and SOS filing numbers.
- Application contact and address is complete & verifiable with USPS. <http://www.usps.com>

REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

- Regulated Entity Number (RN) (if site is already regulated by TCEQ)
- Site/project name and construction activity description
- County
- Latitude and longitude <http://www.tceq.texas.gov/gis/sqmaview.html>

- Site Address/Location. Do not use a rural route or post office box.

GENERAL CHARACTERISTICS

- Indian Country Lands -the facility is not on Indian Country Lands.
- Construction activity related to facility associated to oil, gas, or geothermal resources
- Primary SIC Code that best describes the construction activity being conducted at the site.
www.osha.gov/oshstats/sicser.html
- Estimated starting and ending dates of the project.
- Confirmation of concrete truck washout.
- Acres disturbed is provided and qualifies for coverage through a NOI.
- Common plan of development or sale.
- Receiving water body or water bodies.
- Segment number or numbers.
- MS4 operator.
- Edwards Aquifer rule.

CERTIFICATION

- Certification statements have been checked indicating Yes.
- Signature meets 30 Texas Administrative Code (TAC) §305.44 and is original.

Instructions for Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

GENERAL INFORMATION

Where to Send the Notice of Intent (NOI):

By Regular Mail:

TCEQ

Stormwater Processing Center (MC228)

P.O. Box 13087

Austin, Texas 78711-3087

By Overnight or Express Mail:

TCEQ

Stormwater Processing Center (MC228)

12100 Park 35 Circle

Austin, TX

Application Fee:

The application fee of \$325 is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit. Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

Mailed Payments:

Use the attached General Permit Payment Submittal Form. The application fee is submitted to a different address than the NOI. Read the General Permit Payment Submittal Form for further instructions, including the address to send the payment.

ePAY Electronic Payment: <http://www.tceq.texas.gov/epay>

When making the payment you must select Water Quality, and then select the fee category "General Permit Construction Storm Water Discharge NOI Application". You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

TCEQ Contact List:

Application - status and form questions:

512-239-3700, swpermit@tceq.texas.gov

Technical questions:

512-239-4671, swgp@tceq.texas.gov

Environmental Law Division:

512-239-0600

Records Management - obtain copies of forms:

512-239-0900

Reports from databases (as available):

512-239-DATA (3282)

Cashier's office:

512-239-0357 or 512-239-0187

Notice of Intent Process:

When your NOI is received by the program, the form will be processed as follows:

- **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(es) on the form must be verified with the US Postal service as receiving regular mail delivery. Do not give an overnight/express mailing address.
- **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated

above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.

- **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.

or

Denial of Coverage: If the operator fails to respond to the NOD or the response is inadequate, coverage under the general permit may be denied. If coverage is denied, the operator will be notified.

General Permit (Your Permit)

For NOIs submitted **electronically** through ePermits, provisional coverage under the general permit begins immediately following confirmation of receipt of the NOI form by the TCEQ.

For **paper** NOIs, provisional coverage under the general permit begins **7 days after a completed NOI is postmarked for delivery** to the TCEQ.

You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site <http://www.tceq.texas.gov>. Search using keyword TXR150000.

Change in Operator

An authorization under the general permit is not transferable. If the operator of the regulated project or site changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted no later than 10 days prior to the change in Operator status.

TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. After final acknowledgment of coverage under the general permit, the program will assign a Customer Number and Regulated Entity Number, if one has not already been assigned to this customer or site.

For existing customers and sites, you can find the Customer Number and Regulated Entity Number by entering the following web address into your internet browser:

<http://www15.tceq.texas.gov/crpub/> or you can contact the TCEQ Stormwater Processing Center at 512-239-3700 for assistance. On the website, you can search by your permit number, the Regulated Entity (RN) number, or the Customer Number (CN). If you do not know these numbers, you can select "Advanced Search" to search by permittee name, site address, etc.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For this permit, a Notice of Change form must be submitted to the program area.

INSTRUCTIONS FOR FILLING OUT THE NOI FORM

Renewal of General Permit. Dischargers holding active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing permit

number is required. If the permit number is not provided or has been terminated, expired, or denied, a new permit number will be issued.

Section 1. OPERATOR (APPLICANT)

a) Customer Number (CN)

TCEQ's Central Registry will assign each customer a number that begins with CN, followed by nine digits. **This is not a permit number, registration number, or license number.**

If the applicant is an existing TCEQ customer, the Customer Number is available at the following website: <http://www15.tceq.texas.gov/crpub/>. If the applicant is not an existing TCEQ customer, leave the space for CN blank.

b) Legal Name of Applicant

Provide the current legal name of the applicant. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, as filed in the county. You may contact the SOS at 512-463-5555, for more information related to filing in Texas. If filed in the county, provide a copy of the legal documents showing the legal name.

c) Contact Information for the Applicant (Responsible Authority)

Provide information for the person signing the application in the Certification section. This person is also referred to as the Responsible Authority.

Provide a complete mailing address for receiving mail from the TCEQ. The mailing address must be recognized by the US Postal Service. You may verify the address on the following website: <https://tools.usps.com/go/ZipLookupAction!input.action>.

The phone number should provide contact to the applicant.

The fax number and e-mail address are optional and should correspond to the applicant.

d) Type of Customer (Entity Type)

Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type. Note that the selected entity type also indicates the name that must be provided as an applicant for an authorization.

Individual

An individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ.

Partnership

A customer that is established as a partnership as defined by the Texas Secretary of State Office (TX SOS). If the customer is a 'General Partnership' or 'Joint Venture' filed in the county (not filed with TX SOS), the legal name of each partner forming the 'General Partnership' or 'Joint Venture' must be provided. Each 'legal entity' must apply as a co-applicant.

Trust or Estate

A trust and an estate are fiduciary relationships governing the trustee/executor with respect to the trust/estate property.

Sole Proprietorship (DBA)

A sole proprietorship is a customer that is owned by only one person and has not been incorporated. This business may:

1. be under the person's name
2. have its own name (doing business as or DBA)
3. have any number of employees.

If the customer is a Sole Proprietorship or DBA, the 'legal name' of the individual business 'owner' must be provided. The DBA name is not recognized as the 'legal name' of the entity. The DBA name may be used for the site name (regulated entity).

Corporation

A customer that meets all of these conditions:

1. is a legally incorporated entity under the laws of any state or country
2. is recognized as a corporation by the Texas Secretary of State
3. has proper operating authority to operate in Texas

The corporation's 'legal name' as filed with the Texas Secretary of State must be provided as applicant. An 'assumed' name of a corporation is not recognized as the 'legal name' of the entity.

Government

Federal, state, county, or city government (as appropriate)

The customer is either an agency of one of these levels of government or the governmental body itself. The government agency's 'legal name' must be provided as the applicant. A department name or other description of the organization is not recognized as the 'legal name'.

Other

This may include a utility district, water district, tribal government, college district, council of governments, or river authority. Provide the specific type of government.

e) Independent Entity

Check No if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check Yes.

f) Number of Employees

Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

g) Customer Business Tax and Filing Numbers

These are required for Corporations and Limited Partnerships. These are not required for Individuals, Government, and Sole Proprietors.

State Franchise Tax ID Number

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter the Tax ID number.

Federal Tax ID

All businesses, except for some small sole proprietors, individuals, or general partnerships should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Sole proprietors, individuals, or general partnerships do not need to provide a federal tax ID.

TX SOS Charter (filing) Number

Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512-463-5555.

DUNS Number

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

Section 2. APPLICATION CONTACT

Provide the name and contact information for the person that TCEQ can contact for additional information regarding this application.

Section 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) Regulated Entity Number (RN)

The RN is issued by TCEQ's Central Registry to sites where an activity is regulated by TCEQ. This is not a permit number, registration number, or license number. Search TCEQ's Central Registry to see if the site has an assigned RN at <http://www15.tceq.texas.gov/crpub/>. If this regulated entity has not been assigned an RN, leave this space blank.

If the site of your business is part of a larger business site, an RN may already be assigned for the larger site. Use the RN assigned for the larger site.

If the site is found, provide the assigned RN and provide the information for the site to be authorized through this application. The site information for this authorization may vary from the larger site information.

An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

b) Name of the Project or Site

Provide the name of the site or project as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

c) Description of Activity Regulated

In your own words, briefly describe the primary business that you are doing that requires this authorization. Do not repeat the SIC Code description.

d) County

Provide the name of the county where the site or project is located. If the site or project is located in more than one county, provide the county names as secondary.

e) Latitude and Longitude

Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to:

<http://www.tceq.texas.gov/gis/sqmapview.html>.

f) Site Address/Location

If a site has an address that includes a street number and street name, enter the complete address for the site in *Section A*. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate a site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

If a site does not have an address that includes a street number and street name, provide a complete written location description in *Section B*. For example: "The site is located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1."

Provide the city (or nearest city) and zip code of the site location.

Section 4. GENERAL CHARACTERISTICS

a) Indian Country Lands

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA Region 6, Dallas. Do not submit this form to TCEQ.

b) Construction activity associated with facility associated with exploration, development, or production of oil, gas, or geothermal resources

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas (RRC) and may need to obtain authorization from EPA Region 6.

Construction activities associated with a facility related to oil, gas or geothermal resources may include the construction of a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel.

Where required by federal law, discharges of stormwater associated with construction activities under the RRC's jurisdiction must be authorized by the EPA and the RRC, as applicable. Activities under RRC jurisdiction include construction of a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources, such as a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility under the jurisdiction of the RRC; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel. The RRC also has jurisdiction over stormwater from land disturbance associated with a site survey that is conducted prior to construction of a facility that would be regulated by the RRC. Under 33 U.S.C. §1342(l)(2) and §1362(24), EPA cannot require a permit for discharges of stormwater from field activities or operations associated with {oil and gas} exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, whether or not such field activities or operations may be considered to be construction activities unless the discharge is contaminated by contact with any overburden, raw material, intermediate product, finished product, byproduct, or waste product located on the site of the facility. Under §3.8 of this title (relating to Water Protection), the RRC prohibits operators from causing or allowing pollution of surface or subsurface water. Operators are encouraged to implement and maintain best management practices (BMPs) to minimize discharges of pollutants, including sediment, in stormwater during construction activities to help ensure protection of surface water quality during storm events.

For more information about the jurisdictions of the RRC and the TCEQ, read the Memorandum of Understanding (MOU) between the RRC and TCEQ at 16 Texas Administrative Code, Part 1, Chapter 3, Rule 3.30, by entering the following link into an internet browser:

[http://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30) or contact the TCEQ Stormwater Team at 512-239-4671 for additional information.

c) Primary Standard Industrial Classification (SIC) Code

Provide the SIC Code that best describes the construction activity being conducted at this site.

Common SIC Codes related to construction activities include:

- 1521 - Construction of Single Family Homes
- 1522 - Construction of Residential Buildings Other than Single Family Homes
- 1541 - Construction of Industrial Buildings and Warehouses
- 1542 - Construction of Non-residential Buildings, other than Industrial Buildings and Warehouses
- 1611 - Highway and Street Construction, except Highway Construction
- 1622 - Bridge, Tunnel, and Elevated Highway Construction

- 1623 - Water, Sewer, Pipeline and Communications, and Power Line Construction

For help with SIC Codes, enter the following link into your internet browser:

<http://www.osha.gov/pls/imis/sicsearch.html> or you can contact the TCEQ Small Business and Local Government Assistance Section at 800-447-2827 for assistance.

d) Secondary SIC Code

Secondary SIC Code(s) may be provided. Leave this blank if not applicable. For help with SIC Codes, enter the following link into your internet browser:

<http://www.osha.gov/pls/imis/sicsearch.html> or you can contact the TCEQ Small Business and Environmental Assistance Section at 800-447-2827 for assistance.

e) Total Number of Acres Disturbed

Provide the approximate number of acres that the construction site will disturb. Construction activities that disturb less than one acre, unless they are part of a larger common plan that disturbs more than one acre, do not require permit coverage. Construction activities that disturb between one and five acres, unless they are part of a common plan that disturbs more than five acres, do not require submission of an NOI. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

If you have any questions about this item, please contact the stormwater technical staff by phone at 512-239-4671 or by email at swgp@tceq.texas.gov.

f) Common Plan of Development

Construction activities that disturb less than five acres do not require submission of an NOI unless they are part of a common plan of development or for sale where the area disturbed is five or more acres. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

For more information on what a common plan of development is, refer to the definition of “Common Plan of Development” in the Definitions section of the general permit or enter the following link into your internet browser:

www.tceq.texas.gov/permitting/stormwater/common_plan_of_development_steps.html

For further information, go to the TCEQ stormwater construction webpage enter the following link into your internet browser: www.tceq.texas.gov/goto/construction and search for “Additional Guidance and Quick Links”. If you have any further questions about the Common Plan of Development you can contact the TCEQ Stormwater Team at 512-239-4671 or the TCEQ Small Business and Environmental Assistance at 800-447-2827.

g) Estimated Start Date of the Project

This is the date that any construction activity or construction support activity is initiated at the site. If renewing the permit provide the original start date of when construction activity for this project began.

h) Estimated End Date of the Project

This is the date that any construction activity or construction support activity will end and final stabilization will be achieved at the site.

i) Will concrete truck washout be performed at the site?

Indicate if you expect that operators of concrete trucks will washout concrete trucks at the construction site.

j) Identify the water body(s) receiving stormwater runoff

The stormwater may be discharged directly to a receiving stream or through a MS4 from your site. It eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. You must provide the name of the water body that receives the discharge from the site (a local stream or lake).

If your site has more than one outfall you need to include the name of the first water body for each outfall, if they are different.

k) Identify the segment number(s) of the classified water body(s)

Identify the classified segment number(s) receiving a discharge directly or indirectly. Enter the following link into your internet browser to find the segment number of the classified water body where stormwater will flow from the site:

www.tceq.texas.gov/waterquality/monitoring/viewer.html or by contacting the TCEQ Water Quality Division at (512) 239-4671 for assistance.

You may also find the segment number in TCEQ publication GI-316 by entering the following link into your internet browser: www.tceq.texas.gov/publications/gi/gi-316 or by contacting the TCEQ Water Quality Division at (512) 239-4671 for assistance.

If the discharge is into an unclassified receiving water and then crosses state lines prior to entering a classified segment, select the appropriate watershed:

- 0100 (Canadian River Basin)
- 0200 (Red River Basin)
- 0300 (Sulfur River Basin)
- 0400 (Cypress Creek Basin)
- 0500 (Sabine River Basin)

Call the Water Quality Assessments section at 512-239-4671 for further assistance.

l) Discharge into MS4 – Identify the MS4 Operator

The discharge may initially be into a municipal separate storm sewer system (MS4). If the stormwater discharge is into an MS4, provide the name of the entity that operates the MS4 where the stormwater discharges. An MS4 operator is often a city, town, county, or utility district, but possibly can be another form of government. Please note that the Construction General Permit requires the Operator to supply the MS4 with a copy of the NOI submitted to TCEQ. For assistance, you may call the technical staff at 512-239-4671.

m) Discharges to the Edwards Aquifer Recharge Zone and Certification

The general permit requires the approved Contributing Zone Plan or Water Pollution Abatement Plan to be included or referenced as a part of the Stormwater Pollution Prevention Plan.

See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer by entering the following link into an internet browser:

www.tceq.texas.gov/field/eapp/viewer.html or by contacting the TCEQ Water Quality Division at 512-239-4671 for assistance.

If the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, a site-specific authorization approved by the Executive Director under the Edwards Aquifer Protection Program (30 TAC Chapter 213) is required before construction can begin.

For questions regarding the Edwards Aquifer Protection Program, contact the appropriate TCEQ Regional Office. For projects in Hays, Travis and Williamson Counties: Austin Regional Office, 12100 Park 35 Circle, Austin, TX 78753, 512-339-2929. For Projects in Bexar, Comal, Kinney, Medina and Uvalde Counties: TCEQ San Antonio Regional Office, 14250 Judson Rd., San Antonio, TX 78233-4480, 210-490-3096.

Section 5. NOI CERTIFICATION

Note: Failure to indicate Yes to all of the certification items may result in denial of coverage under the general permit.

a) Certification of Understanding the Terms and Conditions of Construction General Permit (TXR150000)

Provisional coverage under the Construction General Permit (TXR150000) begins 7 days after the completed paper NOI is postmarked for delivery to the TCEQ. Electronic applications submitted through ePermits have immediate provisional coverage. You must obtain a copy and read the Construction General Permit before submitting your application. You may view and print the Construction General Permit for which you are seeking coverage at the TCEQ web site by entering the following link into an internet browser: www.tceq.texas.gov/goto/construction or you may contact the TCEQ Stormwater processing Center at 512-239-3700 for assistance.

b) Certification of Legal Name

The full legal name of the applicant as authorized to do business in Texas is required. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at 512-463 5555, for more information related to filing in Texas.

c) Understanding of Notice of Termination

A permittee shall terminate coverage under the Construction General Permit through the submittal of a NOT when the operator of the facility changes, final stabilization has been reached, the discharge becomes authorized under an individual permit, or the construction activity never began at this site.

d) Certification of Stormwater Pollution Prevention Plan

The SWP3 identifies the areas and activities that could produce contaminated runoff at your site and then tells how you will ensure that this contamination is mitigated. For example, in describing your mitigation measures, your site's plan might identify the devices that collect and filter stormwater, tell how those devices are to be maintained, and tell how frequently that maintenance is to be carried out. You must develop this plan in accordance with the TCEQ general permit requirements. This plan must be developed and implemented before you complete this NOI. The SWP3 must be available for a TCEQ investigator to review on request.

Section 6. APPLICANT CERTIFICATION SIGNATURE

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

If you are a corporation:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

If you are a municipality or other government entity:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the TCEQ's Environmental Law Division at 512-239-0600.

30 Texas Administrative Code

§305.44. Signatories to Applications

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the

corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

Texas Commission on Environmental Quality General Permit Payment Submittal Form

Use this form to submit your Application Fee only if you are mailing your payment.

Instructions:

- Complete items 1 through 5 below:
- Staple your check in the space provided at the bottom of this document.
- *Do not mail this form with your NOI form.*
- *Do not mail this form to the same address as your NOI.*

Mail this form and your check to either of the following:

By Regular U.S. Mail

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

By Overnight or Express Mail

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

Fee Code: GPA General Permit: TXR150000

1. Check or Money Order No:
2. Amount of Check/Money Order:
3. Date of Check or Money Order:
4. Name on Check or Money Order:
5. NOI Information:

If the check is for more than one NOI, list each Project or Site (RE) Name and Physical Address exactly as provided on the NOI. **Do not submit a copy of the NOI with this form, as it could cause duplicate permit application entries!**

If there is not enough space on the form to list all of the projects or sites the authorization will cover, then attach a list of the additional sites.

Project/Site (RE) Name:

Project/Site (RE) Physical Address:

Staple the check or money order to this form in this space.



TCEQ Notice of Change (NOC) to an Authorization for Stormwater Discharges Associated With Construction Activity under TPDES General Permit TXR150000

IMPORTANT – Please read the following information and [INSTRUCTIONS](#) before filling out this form

ePERMITS: Sign up now for online NOC: <https://www3.tceq.texas.gov/steers/index.cfm>

This form will be returned for any of the following reasons:

- 1) The permit number is not provided, is invalid, or is no longer active,
- 2) Wet ink signature of person meeting signatory requirements is not provided,
- 3) The current permittee is not the applicant, and;
- 4) A requested change in operator name is not a legal name change.

This form cannot be used for a change in operator. Refer to your general permit for Information.

What is the permit number of the authorization to be changed?

TXR15 _____ or TXRCW _____

1) APPLICANT INFORMATION

a) What is the full Legal Name of the current operator as on the authorization?

b) What is the Customer Number (CN) assigned to this operator? You may search for your CN at: <http://www.tceq.texas.gov/goto/cr-customer>

CN _____

c) What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in TAC §305.44(a).

Prefix (Mr. Ms Miss): _____

First/Last Name: _____ Suffix: _____

Title: _____ Credential: _____

d) What is the Regulated Entity Reference Number (RN) assigned to this site?

RN _____

2) APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

Prefix (Mr. Ms. Miss): _____
First/Last Name: _____ Suffix: _____
Title: _____ Credential: _____
Organization _____ Name: _____
Phone Number: _____ Ext: _____ Fax Number: _____
E-mail: _____
Mailing _____ Address: _____
Internal Routing (Mail Code, Etc.): _____
City: _____ State: _____ ZIP Code: _____
Mailing Information if outside USA:
Territory: _____ Country Code: _____ Postal Code: _____

3) REQUESTED CHANGE TO PERMITTED INFORMATION

What information has changed or needs to be corrected? Check one or more of the following options and enter the new information below.

Operator legal name change with Texas Secretary of State (TX SOS).

Go to sections a) and b) as applicable.

Note: Permits are not transferable. If a change in entity has occurred, this NOC will not be processed.

Address and contact information for the Operator. Fill out section b).

Site Information (Regulated Entity). Fill out section c).

Note: Permits under a general permit are site specific. If a change in site location has occurred, this NOC will not be processed.

General characteristics relating to the regulated activity. Fill out section d).

a) Operator Legal Name Change

1. What is the NEW active Legal Name with TX SOS or on other legal document?

New Legal Name: _____

2. What is the TX SOS Filing Number for us to confirm this official name change?

This is only applicable to Limited Partnerships or Corporations.

TX SOS Filing number: _____

b) Address and Contact Information for the Operator

Verify mailing addresses with USPS:

<https://tools.usps.com/go/ZipLookupAction!input.action>

Prefix (Mr. Ms. Miss): _____
First/Last Name: _____ Suffix: _____
Title: _____ Credential: _____
Organization _____ Name: _____
Phone Number: _____ Ext: _____ Fax Number: _____
E-mail: _____
Mailing Address: _____

Internal Routing (Mail Code, Etc.):
City: _____ State: _____ ZIP Code:
Mailing Information if outside USA:
Territory: _____ Country Code: _____ Postal Code: _____

c) Regulated Entity (Site) Information Correction

1. Is this a change to the location of the permitted activity?
Yes – This NOC will not be processed since the authorizations are site specific.

No – Continue with NOC form.

2. Corrected Name of Project or Site :

3. Updated Physical Address (new 911 address):

Street Number: _____ Street Name: _____

City: _____ State: _____ ZIP Code: _____

4. Corrected location access description, if no physical address (street number/street name):

5. Corrected Latitude: _____ N

6. Corrected Longitude: _____ W

7. Corrected County (Counties if >1):

- d) Change in General Characteristics Provided on Original Form. Identify the specific change and provide the updates information. If an attachment is needed, please reference it below:**

4) OPERATOR CERTIFICATION

I, _____
Typed or printed name *Title*

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____ Date: _____
(Use blue ink)

Notice of Change (NOC) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit TXR150000

General Information and Instructions

GENERAL INFORMATION

Where to Send the NOC:

BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Stormwater Processing Center (MC-228)
P.O. Box 13087
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Stormwater Processing Center (MC-228)
12100 Park 35 Circle
Austin, TX 78753

TCEQ Contact list:

Application – status and form questions:	512/245-0130, swpermit@tceq.texas.gov
Technical questions:	512/239-4671, swgp@tceq.texas.gov
Environmental Law Division:	512/239-0600
Records Management - obtain copies of forms:	512/239-0900
Reports from databases (as available):	512/239-DATA (3282)
Cashier's office:	512/239-0357 or 512/239-0187

NOC Process:

1. Administrative Review: The form will be reviewed to ensure the request is from the permittee (operator) on the authorization, the permit is active and initial coverage was acknowledged. Each item on the form will be reviewed for a complete response. In addition, the operator's legal name change must be verified with Texas Secretary of State (if applicable). The address(s) on the form must be verified with the US Postal Service (USPS) as an address receiving regular mail delivery. Never give an overnight/express mailing address. If an item is incomplete or not verifiable, the operator may be notified by letter, phone call or email. In some instances as noted at the beginning of the form, the request may simply be returned.

2. NOC Confirmation: An updated Acknowledgment Certificate will be mailed to the operator only if the NOC is to change information provided on the acknowledgment certificate. The original coverage effective date will not change.

General Permit (Your Permit) and Forms

You may view and print your general permit on the TCEQ web site <http://www.tceq.texas.gov>. Search using key word TXR150000. General Permit Forms (NOI, NOT, and NOC) and instructions are available on the TCEQ web site <http://www.tceq.texas.gov>.

Change in Operator

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a NOT and the new operator must submit a NOI. The NOI must be submitted not later than 10 days prior to the change in Operator status. Note that the NOT is effective on the postmarked date. It may be necessary to not terminate the existing permit until coverage by the new entity is confirmed.

TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. You can find the information on the Central Registry web site at <http://www15.tceq.texas.gov/crpub/>.

You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your permit number under the search field labeled *Additional ID*.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all associated authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area for approval to update the CN and RN data in central registry.

INSTRUCTIONS FOR FILLING OUT THE NOC FORM

1) APPLICANT INFORMATION

a) Legal Name. Provide the current legal name of the permittee, as on the permit.

b) Customer Number (CN). TCEQ's Central Registry will assign each customer a number that begins with CN, followed by nine digits. You may search for your CN at: <http://www.tceq.texas.gov/goto/cr-customer>.

If the name(s) provided do not match the current permittee name(s), this form will be returned. It is the responsibility of the permittee(s) to comply with the general permit.

Note: If a change is being made to the CN and the CN has other TCEQ authorization types, it is the entity's responsibility to update those authorizations at the same time. If an authorization has been cancelled or terminated, the name cannot be changed on the permit. Because of this, a new CN may be issued for the new name.

c) Person Signing this Application. Provide the name and title of the person signing the application. The person must be an executive official meeting signatory requirements in TAC §305.44.

d) Regulated Entity Reference Number (RN). This is a number issued by TCEQ's Central Registry to sites (a location where a regulated activity occurs) regulated by TCEQ. This is not a permit number, registration number, or license number. Search for your RN: <http://www.tceq.texas.gov/goto/cr-searchrn>.

If the site has changed or the information provided indicates a new location, this form will be returned. It is the responsibility of the permittee to comply with the general permit.

2) APPLICATION CONTACT

Provide the name, title and contact information of the person that TCEQ can contact for additional information regarding this application.

3) REQUESTED CHANGE TO PERMITTED INFORMATION

Check one or more of the available options indicating the information in the form that is to be updated. Provide the updated information in 3 a) for Legal Name Change, 3 b) for Address and Contact Information Change, 3 c) for Regulated Entity Site Information Change, or 3 d) for General Characteristics Change, as applicable.

a) Legal Name Change. Provide the new legal name. If the entity is a Limited Partnership or Corporation, the name change must be verifiable with Texas Secretary of State. The TX SOS filing number must be provided to verify only a name change occurred. You may contact the SOS at 512/463-5555, for more information related to filing in Texas. If filed in the county where doing business, provide a copy of the legal documents showing the legal name change.

Legal name changes of a Corporation and Limited Partnership will be verified with Texas Secretary of State. If the entity is filed as a new entity with a new filing number, then the change cannot be made through a NOC. The permits are not transferable. If the operator changes, the old entity must terminate their permit and the new entity must submit a form for a new permit.

b) Address and Contact Information Change. Indicate the type of address and contact information that has changed from the original NOI or last NOC submitted to TCEQ.

Verify mailing addresses with USPS <https://tools.usps.com/go/ZipLookupAction!input.action> for regular mail delivery (not overnight express mail). If you find that the address is not verifiable please indicate the address is used by the USPS for regular mail delivery. Failure to provide a valid mailing address will delay or prohibit us from updating the permit.

Please note that address updates relating to a general permit authorization can ONLY be made through a Notice of Change. Address changes submitted through any other form cannot be processed.

c) Regulated Entity Site Information Change. The NOC form is only for use to update or correct information submitted on the original application or last NOC for the authorization. The authorization under a general permit is site specific. If this change is related to a new location, a Notice of Change will not be processed.

Provide the updated site name, updated site addresses, corrected latitude and longitude, and/or corrected county, as applicable to your NOC request. A new physical address for an existing location is usually the result of a newly assigned 911 address for emergencies.

If providing a corrected latitude and longitude, enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to <http://www.tceq.texas.gov/gis/sqmaview.html> or <http://msrmaps.com/advfind.aspx>.

d) Change in General Characteristics Provided on Original Form

Describe any other change that is not addressed through any question in this section of the application.

4) OPERATOR CERTIFICATION

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

IF YOU ARE A CORPORATION:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at 512/239-0600.

30 Texas Administrative Code

§305.44. Signatories to Applications

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).



TCEQ Office Use Only
Permit No:
CN:
RN:
Region:

Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000

IMPORTANT INFORMATION:

Please read and use the General Information and Instructions prior to filling out each question in the form.

Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).

ePermits: This form is available on our online permitting system.

Sign up for online permitting at: <https://www3.tceq.texas.gov/steers/>

What is the permit number to be terminated?

TXR15 [REDACTED] TXRCW [REDACTED]

Section 1. OPERATOR (Permittee)

a) What is the Customer Number (CN) issued to this entity?

CN [REDACTED]

b) What is the Legal Name of the current permittee?

[REDACTED]

c) Provide the contact information for the Operator (Responsible Authority).

Prefix (Mr. Ms. or Miss): [REDACTED]

First and Last Name: [REDACTED] Suffix: [REDACTED]

Title: [REDACTED] Credentials: [REDACTED]

Phone Number: [REDACTED] Fax Number: [REDACTED]

Email: [REDACTED]

Mailing Address: [REDACTED]

City, State, and Zip Code: [REDACTED]

Country Mailing Information, if outside USA: [REDACTED]

Section 2. APPLICATION CONTACT

This is the person TCEQ will contact if additional information is needed regarding this application.

Is the application contact the same as the permittee identified above?

Yes, go to Section 3.

No, complete section below

Prefix (Mr. Ms. or Miss): [REDACTED]
First and Last Name: [REDACTED] Suffix: [REDACTED]
Title: [REDACTED] Credentials: [REDACTED]
Phone Number: [REDACTED] Fax Number: [REDACTED]
Email: [REDACTED]
Mailing Address: [REDACTED]
City, State, and Zip Code: [REDACTED]
Country Mailing Information, if outside USA: [REDACTED]

Section 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

- a) TCEQ issued RE Reference Number (RN): RN [REDACTED]
- b) Name of project or site as known by the local community: [REDACTED]
- c) County, or counties if more than 1: [REDACTED]
- d) Latitude: [REDACTED] Longitude: [REDACTED]
- e) Site Address/Location:
If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete Section 3A.
If the site does not have a physical address, provide a location description in Section 3B. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section 3A: Physical Address of Project or Site:

Street Number and Name: [REDACTED]
City, State, and Zip Code: [REDACTED]

Section 3B: Site Location Description:

Location description: [REDACTED]
[REDACTED]
City where the site is located or, if not in a city, what is the nearest city: [REDACTED]
Zip Code where the site is located: [REDACTED]

Section 4. REASON FOR TERMINATION

Check the reason for termination:

- Final stabilization has been achieved on all portions of the site that are the responsibility of the Operator and all silt fences and other temporary erosion controls have been removed, or scheduled for removal as defined in the SWP3.
- Another permitted Operator has assumed control over all areas of the site that have not been finally stabilized, and temporary erosion controls that have been identified in the SWP3 have been transferred to the new Operator.

- The discharge is now authorized under an alternate TPDES permit.
- The activity never began at this site that is regulated under the general permit.

Section 5. CERTIFICATION

Signatory Name: _____

Signatory Title: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____ Date: _____

Instructions for Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000

GENERAL INFORMATION

Where to Send the Notice of Termination (NOT):

BY REGULAR U.S. MAIL:

Texas Commission on Environmental Quality
Stormwater Processing Center (MC-228)
P.O. Box 13087
Austin, Texas 78711-3087

Texas Commission on Environmental Quality
Stormwater Processing Center (MC-228)
12100 Park 35 Circle
Austin, TX 78753

BY OVERNIGHT/EXPRESS MAIL:

TCEQ Contact List:

Application status and form questions:	512-239-3700, swpermit@tceq.texas.gov
Technical questions:	512-239-4671, swgp@tceq.texas.gov
Environmental Law Division:	512-239-0600
Records Management - obtain copies of forms:	512-239-0900
Reports from databases (as available):	512-239-DATA (3282)
Cashier's office:	512-239-0357 or 512-239-0187

Notice of Termination Process:

A Notice of Termination is **effective on the date postmarked for delivery to TCEQ**.

When your NOT is received by the program, the form will be processed as follows:

- 1) Administrative Review: The form will be reviewed to confirm the following:
 - the permit number is provided;
 - the permit is active and has been approved;
 - the entity terminating the permit is the current permittee;
 - the site information matches the original permit record; and
 - the form has the required original signature with title and date.
- 2) Notice of Deficiency: If an item is incomplete or not verifiable as indicated above, a phone call will be made to the applicant to clear the deficiency. A letter will not be sent to the permittee if unable to process the form.
- 3) Confirmation of Termination: A Notice of Termination Confirmation letter will be mailed to the operator.

Change in Operator:

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted not later than 10 days prior to the change in Operator status.

INSTRUCTIONS FOR FILLING OUT THE FORM

The majority of permit information related to the current operator and regulated entity are available at the following website: http://www2.tceq.texas.gov/wq_dpa/index.cfm.

Section 1. Operator (Current Permittee):

- a) Customer Number (CN)
TCEQ's Central Registry assigns each customer a number that begins with CN, followed by nine digits. This is not a permit number, registration number, or license number. The Customer Number, for the current permittee, is available at the following website: http://www2.tceq.texas.gov/wq_dpa/index.cfm.
- b) Legal Name of Operator
The operator must be the same entity as previously submitted on the original Notice of Intent for the permit number provided. The current operator name, as provided on the current authorization, is available at the following website: http://www2.tceq.texas.gov/wq_dpa/index.cfm.
- c) Contact Information for the Operator (Responsible Authority)
Provide information for person signing the NOT application in the Certification section. This person is also referred to as the Responsible Authority.

Provide a complete mailing address for receiving mail from the TCEQ. Update the address if different than previously submitted for the Notice of Intent or Notice of Change. The mailing address must be recognized by the US Postal Service. You may verify the address on the following website: <https://tools.usps.com/go/ZipLookupAction!input.action>.

The phone number should provide contact to the operator.

The fax number and e-mail address are optional and should correspond to the operator.

Section 2. Application Contact:

Provide the name, title and contact information of the person that TCEQ can contact for additional information regarding this application.

Section 3. Regulated Entity (RE) Information on Project or Site:

- a) Regulated Entity Reference Number (RN)
A number issued by TCEQ's Central Registry to sites where an activity regulated by TCEQ. This is not a permit number, registration number, or license number. The Regulated Entity Reference Number is available at the following website: http://www2.tceq.texas.gov/wq_dpa/index.cfm.
- b) Name of the Project or Site
Provide the name of the site as known by the public in the area where the site is located.
- c) County
Identify the county or counties in which the regulated entity is located.
- d) Latitude and Longitude

Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. The latitude and longitude as provided on the current authorization is available at the following website: http://www2.tceq.texas.gov/wq_dpa/index.cfm.

e) Site/Project (RE) Physical Address/Location Information

The physical address/location information, as provided on the current authorization, is available at the following website: http://www2.tceq.texas.gov/wq_dpa/index.cfm.

Section 3A. If a site has an address that includes a street number and street name, enter the complete address for the site. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate the site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

Section 3B. If a site does not have an address that includes a street number and street name, provide a complete written location description. For example: "The site is located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1."

Provide the city (or nearest city) and Zip Code of the facility location.

Section 4. Reason for Termination:

The Notice of Termination form is only for use to terminate the authorization (permit). The Permittee must indicate the specific reason for terminating by checking one of the options. If the reason is not listed then provide an attachment that explains the reason for termination.

Please read your general permit carefully to determine when to terminate your permit. Permits will not be reactivated after submitting a termination form. The termination is effective on the date postmarked for delivery to TCEQ.

Section 5. Certification:

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code §305.44.

IF YOU ARE A CORPORATION:

The regulation that controls who may sign an application form is 30 Texas Administrative Code §305.44(a), which is provided below. According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a), which is provided below. According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statutes under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a) (3). The signatory requirement may not be delegated to a government representative other than

those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at 512-239-0600.

30 Texas Administrative Code §305.44. Signatories to Applications

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The construction plans and specifications include estimated material quantities per street. These quantities were included to facilitate the preparation of an estimate of the construction cost.

The Contractor should not rely solely on these quantities to prepare his or her bid, but should prepare his or her own estimate of the materials required to complete the project.

- B. Measurement and payment shall be as specified in this Section. Information regarding measurement and payment is further supplemented in each technical specification section. Work to be performed under this contract will be paid for on the basis specified under the appropriate Bid Items on the Bid Form.
- C. The Contractor shall, within fifteen (15) days of receipt of Notice of Award, submit a complete breakdown of lump sum and other bid items showing the value assigned to each part of the Work including overhead and profit. Payment for materials delivered but not fully incorporated in the Work will be made only if such materials are listed, insured and assigned a value in the Contractor's submittal, a paid receipt is provided, and the application for payment has been approved. The Engineer will review and approve the schedule of values prior to Owner's issuance of a Notice to Proceed.
- D. General Scope of Work under each Bid Item includes labor, materials, and all incidental costs required for the construction of a completely functional and operational facility as detailed on the Drawing and in these Specifications.

1.2 ITEM DESCRIPTION

This is a description of the work included and the method of measurement and payment to be applied for the work in each proposal item. Measurement will be for work in place with no allowance for waste.

Bid Item 1, Insurance, Bonds, and Move-In Related Expenses: This line item covers the costs for mobilization and demobilization, insurance and contractual documents, and cannot exceed 5% of the total bid price. Payment shall be made at 50% its value at initial mobilization and 50% after substantial completion milestone.

Bid Item 2, 6-inch PVC Pressure Pipe Class 305: Measurement and payment shall be made at the stated unit price per linear foot of 6-in PVC Pressure Pipe Class 305 blue pipe furnished and installed as called for in the plans and specifications. This shall include but not be limited to trenching, pipe, piping connections, valves, fittings, tapping sleeves, appurtenances, pipe embedment and backfill, replacement of sanitary sewer with pressure rated PVC pipe, detection tape, concrete blocking, labor, equipment, traffic control, disinfection, testing and any other incidental items, not specifically mentioned in the specifications which are necessary for proper operation of the water main. The Engineer and/or Resident Project Representative may approve the installation of up to 50 linear feet of PVC water pipes in addition to the estimated bid quantities, if it is required on the project.

DELTA PLANNED WATER LINE REPLACEMENT

Installation of water pipe may be required within close proximity to other utilities and/or structures and may not provide ample room for the use of large construction equipment. In these cases, the Contractor shall hand dig the trench in order to install the water pipe. This shall be especially evident for installation of water pipe near existing utilities.

There are several locations in which crossings of sanitary sewer lines will be necessary and encasement, sewer line replacement with pressure rated pipe, ductile iron potable pipeline segments, and soils cement backfill will be required. Contractor to account for this cost and include in Bid Item No. 2 unit price. There shall be no separate payment for this work and shall be considered incidental to this Bid Item No. 2.

Bid Item 3, 8-inch PVC Pressure Pipe Class 305: Measurement and payment shall be made at the stated unit price per linear foot of 8-in PVC Pressure Pipe Class 305 blue pipe furnished and installed as called for in the plans and specifications. This shall include but not be limited to trenching, pipe, piping connections, valves, fittings, tapping sleeves, appurtenances, pipe embedment and backfill, replacement of sanitary sewer with pressure rated PVC pipe, detection tape, concrete blocking, labor, equipment, traffic control, disinfection, testing and any other incidental items, not specifically mentioned in the specifications which are necessary for proper operation of the water main. The Engineer and/or Resident Project Representative may approve the installation of up to 50 linear feet of PVC water pipes in addition to the estimated bid quantities, if it is required on the project.

Installation of water pipe may be required within close proximity to other utilities and/or structures and may not provide ample room for the use of large construction equipment. In these cases, the Contractor shall hand dig the trench in order to install the water pipe. This shall be especially evident for installation of water pipe near existing utilities.

There are several locations in which crossings of sanitary sewer lines will be necessary and encasement, sewer line replacement with pressure rated pipe, ductile iron potable pipeline segments, and soils cement backfill will be required. Contractor to account for this cost and include in Bid Item No. 3 unit price. There shall be no separate payment for this work and shall be considered incidental to this Bid Item No. 3.

Bid Item 4, 8-inch Ductile Iron (D.I.) Pressure Pipe Class 350: Measurement and payment shall be made at the stated unit price per linear foot of 8-in D.I. Pressure Pipe Class 350 furnished and installed as called for in the plans and specifications. This shall include but not be limited to trenching, pipe, piping connections, valves, fittings, tapping sleeves, appurtenances, pipe embedment and backfill, replacement of sanitary sewer with pressure rated PVC pipe, detection tape, concrete blocking, labor, equipment, traffic control, disinfection, testing and any other incidental items, not specifically mentioned in the specifications which are necessary for proper operation of the water main. The Engineer and/or Resident Project Representative may approve the installation of up to 50 linear feet of D.I. water pipes in addition to the estimated bid quantities, if it is required on the project.

Installation of water pipe may be required within close proximity to other utilities and/or structures and may not provide ample room for the use of large construction equipment. In these cases, the Contractor shall hand dig the trench in order to install the water pipe. This shall be especially evident for installation of water pipe near existing utilities.

There are several locations in which crossings of sanitary sewer lines will be necessary and encasement, sewer line replacement with pressure rated pipe, ductile iron potable pipeline segments, and soils cement backfill will be required. Contractor to account for this cost and include in Bid Item No. 4 unit price. There shall be no separate payment for this work and shall be considered incidental to this Bid Item No. 4.

DELTA PLANNED WATER LINE REPLACEMENT

Bid Item 5, 12-inch PVC Pressure Pipe Class 305: Measurement and payment shall be made at the stated unit price per linear foot of 12-in PVC Pressure Pipe Class 305 blue pipe furnished and installed as called for in the plans and specifications. This shall include but not be limited to trenching, pipe, piping connections, valves, fittings, tapping sleeves, appurtenances, pipe embedment and backfill, replacement of sanitary sewer with pressure rated PVC pipe, detection tape, concrete blocking, labor, equipment, traffic control, disinfection, testing and any other incidental items, not specifically mentioned in the specifications which are necessary for proper operation of the water main. The Engineer and/or Resident Project Representative may approve the installation of up to 50 linear feet of PVC water pipes in addition to the estimated bid quantities, if it is required on the project.

Installation of water pipe may be required within close proximity to other utilities and/or structures and may not provide ample room for the use of large construction equipment. In these cases, the Contractor shall hand dig the trench in order to install the water pipe. This shall be especially evident for installation of water pipe near existing utilities.

There are several locations in which crossings of sanitary sewer lines will be necessary and encasement, sewer line replacement with pressure rated pipe, ductile iron potable pipeline segments, and soils cement backfill will be required. Contractor to account for this cost and include in Bid Item No. 5 unit price. There shall be no separate payment for this work and shall be considered incidental to this Bid Item No. 5.

Bid Item 6, 12-inch Ductile Iron (D.I.) Pressure Pipe Class 350: Measurement and payment shall be made at the stated unit price per linear foot of 8-in D.I. Pressure Pipe Class 350 furnished and installed as called for in the plans and specifications. This shall include but not be limited to trenching, pipe, piping connections, valves, fittings, tapping sleeves, appurtenances, pipe embedment and backfill, replacement of sanitary sewer with pressure rated PVC pipe, detection tape, concrete blocking, labor, equipment, traffic control, disinfection, testing and any other incidental items, not specifically mentioned in the specifications which are necessary for proper operation of the water main. The Engineer and/or Resident Project Representative may approve the installation of up to 50 linear feet of D.I. water pipes in addition to the estimated bid quantities, if it is required on the project.

Installation of water pipe may be required within close proximity to other utilities and/or structures and may not provide ample room for the use of large construction equipment. In these cases, the Contractor shall hand dig the trench in order to install the water pipe. This shall be especially evident for installation of water pipe near existing utilities.

There are several locations in which crossings of sanitary sewer lines will be necessary and encasement, sewer line replacement with pressure rated pipe, ductile iron potable pipeline segments, and soils cement backfill will be required. Contractor to account for this cost and include in Bid Item No. 6 unit price. There shall be no separate payment for this work and shall be considered incidental to this Bid Item No. 6.

Bid Item 7, Trench Safety System, Trench Box Method or Shoring, Sheet Piling Method: Measurement and payment shall be made at the stated unit price per linear foot to include all labor, materials, equipment, and incidentals required for the installation of trench safety system for the construction of water lines in accordance with the technical specifications and OSHA requirements as applicable. Work, time and fees for the required submittals associated with this item shall be included herein.

DELTA PLANNED WATER LINE REPLACEMENT

Bid Item 8, Removal and Salvage of Existing Fire Hydrants and Valve: Measurement and payment shall be made at the stated unit price for each fire hydrant and valve salvaged and delivered to the EPWU field office. After coordination with EPWU personnel, the Contractor shall transport the salvaged fire hydrants to the EPWU field office located at 210 North Lee Street, El Paso, Texas 79901. Contractor must submit receipts from EPWU Property Control Manager verifying that the hydrants have been delivered before requesting payment for each hydrant.

Bid Item 9, Installation of New Fire Hydrant Assembly: Measurement and payment shall be made at the stated unit price for each fire hydrant assembly furnished and installed as called for in the plans and specifications. This shall include but not be limited to excavation, the 6-inch diameter valve, anti-terrorism valve, tie rods, piping from main to fire hydrant, barrel extensions, bollards, concrete square pad around fire hydrant, concrete blocking, backfill, labor equipment and any other incidental items not specifically mentioned in the specifications which are necessary for proper operation of the unit.

Bid Item 10, Furnish and Install Meter Box and Lid: Measurement and payment shall be made at the stated unit price for each meter bonnet box furnished and installed. This shall include cost to remove old meter box and site restoration. This shall include but not be limited to all labor and materials necessary for the proper installation of each meter box.

Bid Item 11, 3/4-inch Copper Service Connection: Measurement and payment shall be made at the stated unit price per each service connection. This shall include but not be limited to the saddle, corporation stop, angle valve, flanged valve, backfill, labor, equipment and any other incidental items not specifically mentioned in the specifications, which are necessary for the proper operation of the service line.

Bid Item 12, 1-inch Copper Service Connection: Measurement and payment shall be made at the stated unit price per each service connection. This shall include but not be limited to the saddle, corporation stop, angle valve, flanged valve, backfill, labor, equipment and any other incidental items not specifically mentioned in the specifications, which are necessary for the proper operation of the service line.

Bid Item 13, 3/4-inch Copper Service Line: Measurement and payment shall be made at the stated unit price per linear foot of 3/4-inch copper service line including backfilling, labor, equipment, and any other incidental items not specifically mentioned in the specifications which are necessary for the proper operation of the service line.

Bid Item 14, 1-inch Copper Service Line: Measurement and payment shall be made at the stated unit price per linear foot of 1-inch copper service line including backfilling, labor, equipment, and any other incidental items not specifically mentioned in the specifications which are necessary for the proper operation of the service line.

Bid Item 15, Additional Minimum Cover from 4-feet to 8-feet for Installation of approved Pipeline (12-in and smaller Pipeline): Measurement and payment shall be made at the stated unit price per linear foot of minimum cover. If during the course of construction of the 12-inch and smaller waterlines, the Contractor comes upon an area where there exists a conflict with an existing underground structure or utility that is not shown on the Plans, Contractor is required to adjust the minimum cover. If the minimum cover exceeds four (4) feet to a maximum of eight (8) feet, the Contractor will be compensated at the Bid Unit Price per this item in addition to the corresponding waterline Bid Unit Price. This item shall not be applied to the remainder of the waterline installation and shall only be applied as necessary and to the minimum extent to clear the obstruction. The actual length of the adjusted minimum cover may be less than, but will not exceed the bid item quantity of linear feet unless otherwise directed by the Engineer for the 6 to 12-inch pipelines.

DELTA PLANNED WATER LINE REPLACEMENT

Bid Item 16, 4-Sack Soil Cement Backfill and Subgrade: Measurement and payment for 4-Sack Soil Cement Backfill and subgrade shall be made at the unit price bid per square yard of 4-Sack Soil Cement Backfill and subgrade required as shown on the plans and specifications. Quantities for 4-Sack Soil Cement Backfill and Subgrade as shown on the proposal shall be considered as final quantities and no further measurement will be required unless the alignment, grades, or water locations are revised by the Engineer during construction. In addition, final determination of 4-Sack Soil Cement Backfill and subgrade quantities will be made if, in the opinion of the Engineer or upon evidence furnished by the Contractor, substantial variations exist between quantities shown on the plans and actual quantities due to changes in cross sections, apparent errors, or poor trench soil conditions that are beyond the control of the Contractor's excavation.

No additional payment will be made for 4-Sack Soil Cement Backfill and subgrade required to fill oversized trench widths intentionally or accidentally excavated by the Contractor and for sloped trenches excavated which are intended to replace approved box or braced shoring systems for trench safety.

Stabilized backfill shall be used in the embedment of steel casing and backfill under paved areas as required by the City of El Paso or Texas Highway Department as applicable. Cement stabilized backfill shall be in accordance with the Technical Specifications.

Bid Item 17, Remove Corrugated Metal Pipe and Replace with 30-inch RCP Class IV: Measurement and payment shall be made at the stated unit price per linear foot. This shall include but not be limited to all labor, materials, equipment, forming, subgrade preparation, curing and clean-up for removal of corrugated metal pipe and replacement with 30-inch Reinforced Concrete Pipe Class IV complete in-place. There shall be no separate payment for this work and shall be considered incidental to this Bid Item No. 17.

Bid Item 18, Remove Corrugated Metal Pipe and Replace with 24-inch RCP Class IV: Measurement and payment shall be made at the stated unit price per linear foot. This shall include but not be limited to all labor, materials, equipment, forming, subgrade preparation, curing and clean-up for removal of corrugated metal pipe and replacement with 24-inch Reinforced Concrete Pipe Class IV. There shall be no separate payment for this work and shall be considered incidental to this Bid Item No. 18.

Bid Item 19, Concrete Headwall for RCP. Measurement and payment shall be made at the stated unit price per each concrete headwall to connect proposed RCP to existing irrigation system. This shall include but not be limited to all labor, materials, equipment, forming, subgrade preparation, curing, backfill, and clean-up for installation of concrete headwall for RCP according to the construction drawings.

Bid Item 20, 2-inch HMAc Trench Pavement Replacement (Bridge): Measurement and payment shall be made at the stated unit price per square yards. This shall include but not be limited to HMAc removal and replacement, labor, equipment, saw cutting, resurfacing existing base course, tack coat application of 0.15 gal/sy, heater scarifying any resulting edges where required, pavement markings replacements, and any other incidental items not specifically mentioned in the specifications which are necessary for the pavement of the street that was excavated.

No additional payment will be made for pavement removal and replacement beyond that required by the City's ordinance due to damages beyond required limits, intentionally or accidentally by the Contractor's activities. In addition, final determination of pavement replacement quantities will be made if, in the opinion of the Engineer or upon evidence furnished by the Contractor, substantial variations exist between quantities shown on the

DELTA PLANNED WATER LINE REPLACEMENT

plans and actual quantities due to changes in cross sections, apparent errors, or poor pavement conditions that are beyond the control of the Contractor. Contractor shall notify Engineer of poor pavement conditions at existing adjoining edge, prior to saw cut edge, that could result in difficulty staying within the established limits to allow coordination with City of El Paso officials and determine resolution prior to saw cutting and milling operations. Contractor shall notify Engineer of poor existing drainage conditions prior to pavement removal to inform and coordinate with City of El Paso and avoid conflicts with improper drainage caused by pavement replacement operations.

Bid Item 21, 2-inch Mill and Overlay Existing HMAC (Beyond Bridge): Measurement and payment shall be made at the stated unit price per square yards. This shall include but not be limited to milling and replacing 2-inch of existing HMAC, resurfacing existing base course, tack coat application of 0.15 gal/sy, neat edges saw cut, labor, equipment, heater scarifying any resulting edges where required, pavement markings replacements, and any other incidental items not specifically mentioned in the specifications which are necessary for the pavement replacement of the street that was excavated and requires pavement replacement as per City of El Paso's Ordinance Chapter 13.08 Excavations.

No additional payment will be made for pavement removal and replacement beyond that required by the City's ordinance due to damages beyond required limits, intentionally or accidentally by the Contractor's activities. In addition, final determination of pavement replacement quantities will be made if, in the opinion of the Engineer or upon evidence furnished by the Contractor, substantial variations exist between quantities shown on the plans and actual quantities due to changes in cross sections, apparent errors, or poor pavement conditions that are beyond the control of the Contractor. Contractor shall notify Engineer of poor pavement conditions at existing adjoining edge, prior to saw cut edge, that could result in difficulty staying within the established limits to allow coordination with City of El Paso officials and determine resolution prior to saw cutting and milling operations. Contractor shall notify Engineer of poor existing drainage conditions prior to pavement removal to inform and coordinate with City of El Paso and avoid conflicts with improper drainage caused by pavement replacement operations.

Bid Item 22, Remove and Replace Handrail. Measurement and payment shall be made at the stated unit price per linear foot. This shall include but not be limited to all labor, material, equipment, and all operations required to remove and replace handrail as indicated in the plans.

Bid Item 23, Remove and Replace Concrete Sidewalk: Measurement and payment shall be made at the stated unit price per square foot. This shall include but not be limited to all labor, materials, equipment, forming, subgrade preparation, curing and clean-up for replacement of concrete sidewalks as necessary for the new water system construction.

Bid Item 24, Remove and Replace Curb or Curb and Gutter: Measurement and payment shall be made at the stated unit price per linear foot. This shall include but not limited to all labor, material, equipment, forming, subgrade preparation, curing and clean-up for replacement of curb and gutter as necessary for the new water system construction.

Bid Item 25, Remove and Replace Concrete Driveway: Measurement and payment shall be made at the stated unit price per square foot. This shall include but not limited to all labor, material equipment, forming, subgrade preparation, curing and clean-up for replacement of concrete driveways as necessary for the new water system construction.

Bid Item 26, Concrete Apron for Pavement Penetrations: Measurement and payment shall be made at the stated unit price per each. This shall include all material, equipment, tools, and labor necessary to install concrete aprons around existing sanitary and storm

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sewers, inlets, city monuments, fiber optic manholes, and any other non-waterline items as shown on the plans and specifications.

Bid Item 27, Additional Fittings: Measurement and payment shall be made at the stated unit price per pound. This shall include all additional bends, valves, fitting, or appurtenances not shown on the plans but required for proper installation of the water line.

Bid Item 28, Potholing in Streets and Alleys: Measurement and payment shall be made at the stated unit price per each pothole. This shall include all material, equipment, tools, and labor necessary to excavate and backfill the pothole if construction in the area will not follow immediately. Potholing shall be performed to verify location and material type of existing water main.

Bid Item 29, Replacement of 4-inch to 8-inch Sewer Service Connection: Measurement and payment shall be made at the stated unit price per each sewer service connection. In the event that the Contractor unavoidably demolishes any sewer service connection of a diameter of 4 to 8-inches during the course of installation of the waterline, the cost to replace the sewer service will be at the unit price per installed connection. The demolished portion to the pipe will be replaced with SDR-35 PVC pipe and connected to the existing with two transition couplings. The actual number of sewer service connections to be replaced may be less than but shall not exceed bid item connection count unless otherwise directed by the Engineer.

Bid Item 30, Removal of Rock Material: Measurement and payment shall be made at the stated unit price per cubic yard. Measurement will be made from plan dimensions and not loose material. This shall include but not be limited to all labor and equipment necessary for the removal and disposal of rock material encountered beneath the ground or asphalt surface, and any imported material required for the proper installation and operation of the water line and service connections.

The following shall define rock for this purpose. Revisions to this definition, if necessary, must be specifically approved by the Engineer:

1. Rock is defined as limestone, sandstone, granite or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger.
2. The ability to rip or excavate rock is determined by the type of excavator capable of removing it without blasting (i.e. dozer D8 or Hoe CAT235 or comparable). The specification shall include a description of a mechanical method of removal which will serve this determination.
3. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, removal of concrete pavement and retaining walls, shall not be classified as rock excavation.

Bid Item 31, Videotaping: Measurement and payment shall be made per lump sum to include all labor and materials required to video-record the pipeline route prior to construction. Also to include cost to convert master video recording to DVD format. Contractor will provide owner with one (1) copy of the video recording and one (1) DVD. The Engineer will be provided with one (1) copy of the video recording and the Contractor will also keep one (1) copy of the video recording.

Bid Item 32, SWPPP: Measurement and payment shall be made per lump sum to include all labor, materials and equipment required to implement all storm water pollution

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prevention (SWPPP) and environmental protection measures as required by TPDES, TCEQ and City of El Paso. This includes but is not limited to SWPPP development, filter fabric fence installation and removal, construction entrances, erosion control, inlet protection installation and removal, maintenance of SWPPP, application for and obtaining the required TPDES permit, NOI and NOT, and all ancillary requirements necessary to satisfactorily complete the Work.

Bid Item 33, Traffic Control: The Traffic Control Plan shall be measured by month. Payment for the TCP shall include preparation of a formal TCP by a Texas Licensed Professional Engineer; submitting and obtaining approval of the formal TCP from the required governing agencies; furnishing, installing, and maintaining the approved TCP complete for the duration of the project. Implementing and maintaining the TCP in conformance to the specifications and principles given in the "Texas Manual on Uniform Traffic Control Devices" over the entire project area; and all other incidentals required for Contractor to complete, implement, and maintain the TCP requirements. Conflicting pavement markings/signs must be removed/covered for long-term projects. Work-zone markings must be installed where needed. Original markings/signs that are removed must be replaced upon completion. All costs for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals shall be compensated under this pay item.

Bid Item 34, 3/4-inch Copper Service Line by Boring Method: Measurement and payment shall be made at the stated unit price per linear foot of 3/4-inch copper service line installed by boring method including plastic casing, backfilling, labor, equipment, and any other incidental items not specifically mentioned in the specifications which are necessary for the proper operation of the service line.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01040 – COORDINATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall be responsible for ascertaining the nature and extent of any collateral work done by others or work by other trades. The Contractor shall include in his bid all costs associated with coordinating with others or work by other trades. The Contractor shall not be entitled to additional compensation from the Owner resulting from such simultaneous or collateral work, nor shall concurrent work be the reason extension to the contract time. Contractor shall be aware of any and all concurrent work in the area that will require coordination for tie-ins and/or closure streets of his work. If necessary to avoid or minimize damage or delay, the Contractor shall redeploy his work force to other areas of the Work, at no cost to the Owner.
- B. Bidders shall be informed of planned concurrent work at the Pre-Bid meeting. The successful bidder shall be updated at the Pre-Construction meeting.
- C. The Contractor shall be responsible for the notification of property owners and residents within the project area to explain the construction to them at least 15 days prior to any construction in the area. The Contractor shall be responsible for providing access to the residences for all property owners and residents at all times. Contractor shall provide temporary parking for resident and notify him/her prior to trench operations.
- D. Notification to be sent to all residents and property owners shall be by printed handout in English and Spanish, approved by the Owner. The Contractor shall furnish proof to the Owner that each resident within the project area has been notified.
- E. Any resident unable to park their vehicle at their residence due to the construction shall be provided with a secure place to park as near to the residence as possible by the Contractor at no cost to the Owner.
- F. The Contractor shall be responsible for the coordination between the El Paso Water Utilities, El Paso County Public Works Department, Texas Department of Transportation, City of El Paso, and any other Contractors that may be working in the area for all coordination with utility companies as necessary for the timely completion of the project as specified in Section 01010 - GENERAL CONDITIONS.
- G. The Contractor shall be responsible of notifying the Engineer of any variation, discrepancy, and/or inconsistency of the Construction Drawings. The Contractor shall submit a Reference for Information (RFI) to the Engineer for clarification and/or direction. The Contractor shall give the Engineer five (5) working days to respond to any RFI or to issue a Work Directive.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

- 4.01 No separate measurement will be made for any coordination required by this Section. Payment for all work covered in this section will be included as part of the unit price bid for the installation of the pipelines as indicated in the Proposal. Such payment shall be complete compensation for the complete performance of the work in accordance with the drawings and specifications.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01060 – TRAFFIC CONTROL

PART 1 – GENERAL

1.1 SCOPE OF WORK

The Scope of Work shall include all labor, materials, equipment, and incidentals for the installation, maintenance, and removal of traffic control devices during construction operations. This item includes signs, sign post (permanent or portable), barricades, cones, drums, warning lights or flashers, temporary striping, flags, flaggers, and any other incidental items as shown on the plans or as required by the Owner. Contractor to submit traffic control plans to City.

- A. All traffic control devices and procedures shall meet the minimum requirements as stated in the Manual on Uniform Traffic Control Devices.
- B. The Contractor shall conduct his work so as to interfere as little as possible with traffic, and shall be subject to any regulations the Owner may require. The Contractor shall provide, when required or when traffic conditions dictate, a safe substitute vehicular and pedestrian route for any public right-of-way obstructed or occupied by his operations.
- C. The Contractor shall erect and maintain all necessary barricades, warning signs, detour signs, route markers, flares or approved flashers with flares, according to the plans approved by the Owner. Contractor shall take all necessary precautions for the protection of the work and the safety of his employees and of public. Excavated material shall be piled along the line of work in a manner to cause as little inconvenience as possible to public travel and of the public.
- D. The Contractor shall provide suitable means, by sprinkling or wetting, for the abatement of dust conditions in the construction area and on access and detour roads. Such dust abatement by sprinkling or other approved methods shall be done no less than two (2) times daily or as further directed by the Owner.
- E. Whenever a street or thoroughfare is to be closed, the Contractor shall notify the City of El Paso's Traffic Department of such closing and the length of time the street will be closed to traffic. This notice shall be given forty-eight (48) hours prior to the closing and shall be coordinated with the Engineer.
- F. Local access shall be maintained for all streets. The Contractor will be required to keep as much roadway open as possible to provide access for private property owners. The Contractor shall supply signing, markings, or flagmen as needed to permit local traffic onto the streets where construction is in progress.
- G. During working hours, the Contractor may close portions of the street for short duration (2-4 hours) to facilitate construction, such as during asphalt patching operations.
- H. At the end of each day, all streets, side streets and driveways shall be left in a fully passable condition. The Contractor shall close trenches and clean the job site before the end of each day, weekends or holidays. All sidewalks and public walkways shall be open. During non-working hours all streets shall be open to traffic.
- I. The Contractor shall not remove or adjust any official City traffic control devices. The Contractor shall give the City of El Paso's Traffic Department forty-eight (48) hours notice of any official City traffic control devices that need to be moved. The City of El Paso's Traffic Department shall move all traffic control devices as soon as practical thereafter.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01062 – PERMITS

PART 1 GENERAL

1.01 GENERAL

- A. The Contractor shall keep itself fully informed of all local ordinances as well as state and federal laws, which in any manner affect the work herein specified. The Contractor shall at all times comply with said ordinances, laws and regulations.

1.02 PERMITS TO BE OBTAINED BY CONTRACTOR

- A. The Contractor shall obtain permits required to perform the work. The Contractor shall prepare and submit to the proper authority all information required for the issuance of such permits and shall pay all costs thereof, including agency inspections unless specifically provided otherwise in these Contract Documents. The Contractor shall provide a copy of each such permit to the Engineer. Such additional permits may include, but shall not be limited to:
 - 1. Access Permit from the Texas Department of Transportation (TXDOT).
 - 2. Traffic Control Plan/Permit approval from the City of El Paso and TXDOT.
 - 3. Pavement Cut Permits from the City of El Paso.
 - 4. Any construction easements or permits that the contractor feels necessary not shown on plan sheets.

1.03 PERMITS TO BE OBTAINED BY OWNER FOR THE CONTRACTOR

- A. The Owner shall obtain the Limited Right to Use Texas Department of Transportation property for the purpose of boring/crossing right-of-ways.
- B. The Owner shall obtain the Right of Entry to use Union Pacific Railroad property for the purpose of boring/crossing right-of-ways.

1.04 POSTING PERMITS AND EASEMENTS

- A. Permits and easements shall be posted at the site of the work.

1.05 WASTE DISPOSAL

- A. All existing pavement, curb, soil, vegetation, and granular material which are removed under this contract shall be disposed of off-site at the Contractor's expense. The Contractor shall be responsible for obtaining necessary permits from the County of El Paso prior to disposing of the waste.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01110 – ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. The work covered by this Section consists of furnishing all labor, materials, and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water, and land, and involves management of noise, solid waste, and other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching, or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area.
- D. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings. These are general guidelines. It is the Contractor's responsibility to determine the specific construction techniques to meet these guidelines.
- E. All phases of sedimentation and erosion control shall comply with the latest U.S. Environmental Protection Agency NPDES Regulations and with any Storm Water Pollution Prevention Plan (SWP3) indicated on the plans and/or outlined in these specifications.

1.2 APPLICABLE REGULATIONS

- A. Comply with all applicable federal, state, and local laws and regulations concerning environmental pollution control and abatement.

1.3 NOTIFICATIONS

- A. The Engineer may notify the Contractor in writing of any noncompliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, of any noncompliance with state or local requirements. The Contractor shall, after receipt of such notice from the Engineer or from the regulatory agency immediately take corrective action. Such notice, when delivered to the Contractor or his/her authorized representative at the site of the work, shall be deemed sufficient for the purpose.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

DELTA PLANNED WATER LINE REPLACEMENT

3.1 EROSION CONTROL

- A. Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as silting basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. At the completion of the work, ditches shall be backfilled and the ground surface restored to original condition.

3.2 PROTECTION OF STREAMS, LATERALS AND CANALS

- A. Care shall be taken to prevent any damage to any stream, lateral or canal from pollution by debris, sediment, or other material, or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing, or that contains oil that may reduce the quality of the water in the stream, lateral or canal shall not be returned to the stream, lateral or canal. Such waters will be removed from the site.
- B. The Contractor shall not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water, or any lateral without the prior permitted approval.
- C. All preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with the Environmental Protection Agency and local city ordinance.
- D. In the event of a water main repair required by the Contractor, the Engineer and Owner shall be immediately notified. Upon repair, water being flushed from structures or pipelines after disinfection, with a C12 residue greater than 0.099 mg/L, shall be collected and discharged in a manner approved by the Engineer.

3.3 PROTECTION OF LAND RESOURCES

- A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Confine all construction activities to existing public rights-of-way, permanent and temporary easements.
- B. Outside of areas requiring earthwork and/or facilities for dewatering/drainage for the construction of the new facilities, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the Engineer. Where such special emergency use is permitted, first wrap the trunk with sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.
- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by Contractor's operations, protect such trees by placing boards, planks, or poles around them. Monuments and permanent markers shall be protected similarly before beginning operations near them.
- D. Any tree or other landscape feature noted to remain or left undisturbed that is scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition. The Engineer will decide what method of restoration shall be used and whether damaged trees shall be treated or

DELTA PLANNED WATER LINE REPLACEMENT

healed or removed and disposed of. Damaged trees so removed shall be replaced at the Contractor's expense. All scars made on trees by equipment, construction operations, or by the removal of limbs larger than 1-inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.

Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside construction limits, that are subsequently damaged by the Contractor and are beyond saving in the opinion of the Engineer, shall be immediately removed and replaced.

- E. The locations of the Contractor's staging area, storage, and other construction buildings, required temporarily in the performance of the work, shall be cleared portions of the job site. The preservation of landscape shall be an imperative consideration in the Contractor's use of these sites and in the construction of temporary facilities.
- F. For temporary roads or embankments and excavations for work areas, the Contractor shall submit the following for approval at least 10 days prior to start of such temporary work.
 - 1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.
 - 2. Details of temporary road construction.
 - 3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.
- G. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess of waste materials, or any other vestiges of construction, in an environmentally sound manner.
- H. Trenches must be inspected every morning and throughout the day to prevent small animals from being trapped.

3.4 PROTECTION OF AIR QUALITY

- A. Burning - The use of burning at the project site for the disposal of refuse and debris will not be permitted.
- B. Dust Control - The Contractor will be required to maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded and which would cause a hazard or nuisance to others.
- C. Sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides is not permitted.
- D. Sprinkling must be repeated at such interval as to satisfactorily prevent dust, and the Contractor must have sufficient suitable equipment on the job to accomplish this at all times. The Contractor shall inhibit the creation of dust to the complete satisfaction of the Engineer.
- E. Protection of Air Quality – All vehicles involved in transporting spoil from Project Site must be covered and must have operational emissions control equipment.

3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

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- A. During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

3.6 NOISE CONTROL

- A. The Contractor shall make every effort to minimize noises caused by his/her operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with state and federal regulations.

3.7 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

- A. If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and/or cultural resources are discovered or found, all activities that may damage, or alter such resources shall be temporarily suspended. Resources covered under this paragraph include but are not limited to: any human skeletal remains or burials, artifacts; shell, maiden, bone charcoal, or other deposits; rock or coral alignments, paving, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01200 - PROJECT MEETINGS

PART 1 – GENERAL

1.1 SCOPE OF WORK

To enable orderly reviews during the progress of the work and to provide for the systematic discussion of problems, the Engineer will conduct project meetings throughout the construction period. Engineer shall prepare meeting minutes.

1.2 QUALITY ASSURANCE

Persons designated by the Contractor to attend and participate in the project meetings shall have all the required authority to commit the Contractor to solutions agreed upon in the project meetings.

PART 2 – PRODUCTS

2.1 PRE-CONSTRUCTION MEETING

- A. A Pre-construction Meeting will be held at the Owner's main office. Attendance by Key Personnel as authorized representatives of the Contractor, including the Project Manager., Project Superintendent, Foremen, Scheduler and all major subcontractors is required. The Engineer will advise other interested parties and request their attendance. The Contractor shall be required to attend a pre-construction meeting with representatives of the Owner and the Engineer. Contractor's principals, resident superintendent, designated key personnel, and Subcontractors shall attend this meeting.
- B. Distribute data and discuss the following topics – at a minimum – as an agenda.
 - 1. Organizational arrangements of Contractor's forces and personnel as well as those of the subcontractors, the materials suppliers, the engineer and the Owner.
 - 2. The channels and procedures for communications.
 - 3. Finalize the Preliminary Schedule of Values, Preliminary Schedule of Submittals and the Construction Schedule. Establish the closing date for monthly Applications for Payment.
 - 4. The contract documents, including times of distribution of the required copies of the original documents and Notice to Proceed.
 - 5. Discuss the processing of Shop Drawings and other data submitted to the Engineer for review.
 - 6. The processing of field decisions, work directive changes, and change orders.
 - 7. The rules and regulations governing the performance of work.
 - 8. The construction water and power supply; record drawings; etc.

2.2 PROGRESS MEETINGS

- A. **Meeting Schedule:** Progress meetings will be held bi-weekly. Coordinate with the Owner, the Engineer, and others as necessary to establish a mutually acceptable schedule for the meetings.
- B. **Meeting Location:** Meetings, unless otherwise notified, shall be held at the Engineer's office, located at 417 Executive Center Boulevard.
- C. **Attendance:** To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the work. At a minimum the project superintendent is to attend. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the work are involved.
- D. **Minimum Agenda:**

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1. Varies week to week; includes, but is not limited to, general discussions of work progress to be performed the following week and maintenance of overall progress schedule. Also discussion of previous week's work and other pertinent issues.
 2. Engineer or its representative will provide meeting minutes to all meeting participants.
 3. It is generally intended that weekly meetings will be complete within 2 hours; however, Contractor shall attend meeting until completion of all pertinent discussions.
 4. Engineer or its representative will chair weekly meetings.
 5. Identify problems which impede planned progress and which impact the schedule.
 6. Complete other current business, and address any pay roll issues, if any.
- E. Owner may request meetings with Contractor and its Subcontractors at any time during progress of Contract. It will be the Contractor's responsibility to provide to whatever information is requested to Engineer.
- F. Construction work requiring shutdowns or major utility tie-ins shall be documented in a plan for approval by the Engineer and shall be discussed by the Contractor at the weekly meeting preceding such construction.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01300 - SUBMITTALS

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. **Work Included:**
1. Wherever possible throughout the contract documents the minimum acceptable quality of workmanship and materials has been defined by the manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.
 2. To ensure that the specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of design data and for its review by the Engineer.
 3. Make all submittals required by the contract documents, and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. **Related Work Described Elsewhere:** Individual requirements for submittals are described in other pertinent sections of these specifications.

1.2 QUALITY ASSURANCE

- A. **Coordination of Submittals:** Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conform in all respects with the requirements of the of the contract documents. By affixing the Contractor's "Review Certification" to each submittal, the Contractor certifies that this coordination has been performed.
- B. **Certificates of Compliance:**
1. Certify that all materials used in the work comply with the specified provisions thereof. Certification shall not be construed as relieving the Contactor from furnishing satisfactory materials if, after tests are performed on selected samples, the materials are found to not meet specified requirements.
 2. Show on each certification the name and location of the work, the name and address of the Contractor, the quantity and date or dates of shipment or delivery to which the certificate applies, and the name of the manufacturing or fabricating company. Certification shall be in the form of a letter or of a company-standard form containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.
 3. In addition to the above information, all laboratory test reports submitted with Certificates of Compliance shall show the dates of testing, the specified requirements for which testing was performed, and results of the test(s).

PART 2 – PRODUCTS

2.1 SUBMITTAL SCHEDULE

- A. **General:** Compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the work. Include a list of each type of item for which the Contractor's drawings,

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Shop Drawings, Certificates of Compliance, material samples, guarantees, or other types of submittals are required. The submittal schedule will be finalized at the pre-construction meeting. Upon approval by the Engineer this schedule will become a part of the contract and the Contractor will be required to adhere to the schedule except when specifically otherwise permitted.

- B. **Coordination:** Coordinate the schedule with all necessary subcontractors and materials suppliers to ensure their understanding of the importance of adhering to the approved schedule and their ability to so adhere. Coordinate as required to ensure the grouping of submittals as described in Paragraph 2.1.A above.
- C. **Revisions:** Revise and update the schedule on a monthly basis as necessary to reflect conditions and sequences. Promptly submit revised schedules to the Engineer for review and approval.

2.2 SUBSTITUTIONS

- A. Approved Required:
 - 1. The Contract is based on standards of quality established in the contract documents.
 - 2. All products proposed for use, including those specified by required attributes and performance shall be approved by the Engineer before being incorporated into work.
 - 3. Do not substitute materials, equipment or methods unless such substitution has been specifically approved by the Engineer.
- B. “Or Equal”:
 - 1. Where the phrase “or equal” or “or equal as approved by the Engineer” occurs in the contract documents, do not assume that materials, equipment or methods will be approved as equal unless the item has been specifically approved by the Engineer through the submittal process.
 - 2. Certain items of equipment in the specifications have been designated by the name of the manufacturer(s). Substitute equipment will be subject to review by the Engineer including, but not limited to, the following factors:
 - a. References from existing users;
 - b. Manufacturer’s support available in the project vicinity;
 - c. Availability of spare parts;
 - d. Life cycle cost;
 - e. Extended warranties.

The Contractor shall provide sufficient information for the Engineer to perform the evaluation objectively.
 - 3. The decision of the Engineer shall be final.

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2.3 IDENTIFICATION OF SUBMITTALS

- A. **General:** Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.
- B. **Internal Identification:** On at least the first page of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number.
- C. **Resubmittals:** When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new submittal number.
- D. **Submittal Log:** Maintain an accurate submittal log for the duration of the contract, showing current status of all submittals at all times. The submittal log should be available for the Engineer's review upon request.

2.4 COORDINATION OF SUBMITTALS

- A. **General:** By affixing the Contractor's Review Certification to each submittal, the Prime Contractor certifies that this coordination has been performed. Prior to submittal for approval, use all means to fully coordinate all material including but not limited to:
 - 1. Determine and verify all interface conditions, catalog numbers, and similar data.
 - 2. Coordinate with other trades as required.
 - 3. Clearly indicate all deviations from the requirement of the contract documents, guarantees, and warranties.
- B. **Grouping of Submittals:** Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item.

2.5 TIMING OF SUBMITTALS

- A. **General:** Make all submittals in advance of scheduling dates in accordance with approved schedule of submittals for installation to provide the time required for reviews, for securing the necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
- B. **Engineer's Review Time:** In scheduling, allow a reasonable amount of time for review by the Engineer following the receipt of the submittal.
- C. **Delays:** Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the contract completion date. The Contractor will be allowed two reviews per submittal, the initial review and one resubmittal. The Contractor will be charged for submittals over the first two. The charge will be according to the time required for review and will be reimbursed to Owner by Change Order.

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2.6 ENGINEER'S REVIEW

- A. **General:** Review by the Engineer shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the Contractor from responsibility for errors which may exist.
- B. **Authority to Proceed:** The notations "Approved, no exceptions noted" or "Approved, exceptions noted" authorize the Contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, if any, required by the Engineer's review comments.
- C. **Revisions:** Make all revisions required by the Engineer. If the Contractor considers any required revisions to be changed, he shall so notify the Engineer as provided for under "Changes" in the General Conditions. Show each drawing revision by number, date and description in a revision block on the drawing. Make only those revisions directed or approved by the Engineer.
- D. **Revisions After Approval:** When a submittal has been reviewed by the Engineer, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

P.E. CERTIFICATION FORM

The undersigned hereby certifies that he/she is a Professional Engineer registered in the State of Texas and that he/she has been employed by (Name of Contractor) to design _____ in accordance with Specification Section _____ for El Paso Water Utilities-Public Service Board. The undersigned further certifies that he/she has performed the design of the _____, that said design is in conformance with all applicable local, state, and federal codes, rules and regulations, and that his/her signature and P.E. stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to El Paso Water Utilities-Public Service Board or Owner's representative within seven days following written request therefore by the Owner.

P.E. Name & No.

Signature

Address

Contractor's Name

Signature

Title

Address

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01350 – SCHEDULING AND ORDER OF CONSTRUCTION

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. **Work Included:** To assure adequate planning and execution of the Work so that the Work is completed within the number of calendar days allowed in the Contract, and to assist the Owner in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare a detailed work plan and schedule indicating critical paths and milestone completion dates. **A final construction schedule approved by the Engineer is required as a condition precedent to approval of the first pay application.**
- B. **Definitions**
1. “Day”, as used throughout the Contract unless otherwise stated, means “calendar day”, including Saturdays, Sundays, and legal holidays authorized by the City of El Paso.

1.2 SUBMITTALS

- A. **Preliminary Schedule:** Submit a preliminary construction schedule to the Engineer no later than fifteen (15) days after award. The schedule will be finalized before or during the pre-construction meeting. After approval submit four (4) prints of final schedule indicating all construction activities and milestone completion dates.
- B. **Periodic Reports:** At the project meeting following submittal of the above revised schedule, submit status reports to the Owner of the construction progress with updates to the baseline schedule. The reports will include but not be limited to:
1. Report actual progress.
 2. Activities or portions of activities completed during the reporting period, and their total value as support for Contractor’s periodic request for payment.
 3. State the percentage of the Work actually completed and scheduled as of the report date.
 4. The Contractor will provide information including the number and location of potholes he needs to excavate to verify the location of underground utilities.
 5. If the Contractor foresees that a portion of the existing water system will have to temporarily be taken out of service, to perform his work, he should include a plan on how he will perform this work.
- 1) Shut-downs of existing water distribution system connections must be planned and scheduled.
- 1) The Contractor will submit a written plan of action for approval for shutting down existing El Paso Water Utilities – Public Service Board waterlines for the purpose of connecting to them. The Contractor will be provided with a set of water system maps for the area to aid in the preparation of the plan.
 - 2) The Plan of Action shall be submitted a minimum of 48 hours prior to the date set for the shut-down and shall include a description of the following:
 - (a) Construction necessary
 - (b) List of equipment and necessary manpower
 - (c) Shut-off times and duration of time the service or utility will be disturbed

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- (d) Utilities, piping, or services affected
 - (e) Estimation of the area to be put out of service
 - (f) Procedures to be used to carry out the work
 - (g) Traffic Control Plan
 - (h) Excavation limits
 - (i) Thrust block curing times
 - (j) Plan of Action to handle emergencies
 - (k) Contingency plan that will be used if the original schedule cannot be met
- 3) After the Plan of Action is submitted, a meeting will be held to discuss the various items listed on the plan and any issues related to the connection.
- 4) Contractor will be responsible for the preparation and distribution of flyers to residents and businesses in area that will be affected by the construction. The following criteria shall apply to the distribution of flyers:
- (a) Contractor will distribute general project notice flyers at least two weeks prior to the planned disruption and specific notice again 24 hours before each disruption.
 - (b) Specific flyer notice information shall include the day, time, and duration of water shut-off. They shall be attached to the door handle with a rubber band and/or string.
 - (c) The Owner, Engineer, and Contractor shall decide which target areas need to have flyers distributed. The Contractor will also distribute to customers outside and adjacent to the target area. These areas will be identified at the meeting held to discuss the proposed Plan of Action.
 - (d) The flyers must be reviewed and approved by the Owner and Engineer before being distributed.
 - (e) The Contractor shall not disrupt service until he has confirmed that the above requirements have been met and the shut-down plan has been approved.
- 5) Once the contractor begins a connection to an existing waterline, work must be continuous until the connection is complete and the facility is back in operation.
To minimized outage time, the Contractor should do the following:
- (a) Enlarge the opening in the pipe that is to be placed out of service, so that drainage is increased. The pipe shall not be "slit". Enlarging the opening in the pipe to drain the water may require large pumps to pump the discharge from the pit. Also, fire hydrants downstream and upstream from the tie-in should be opened to further facilitate drainage.
 - (b) Install spool pieces and elbows one or two days earlier than planned shutdown and further away from the actual connection. The spool piece to complete the tie-in can be deflected into the existing waterline when the final connection is to be made. Also, thrust blocks can be poured at this time to provide the proper curing time prior to the tie-in procedure. Fill the line with water and bleed the air at the highest point.
- 6) The Plan must be approved by the Owner and the Engineer prior to beginning the work:
6. If the work is behind schedule, include a narrative report which shows, but is not limited to:

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- a. A description of problem areas, anticipated and current;
 - b. Delaying factors and their impacts;
 - c. An explanation of corrective actions taken or proposed.
- C. **Revisions:** Based on periodic reports, submit one (1) reproducible copy and four (4) prints of the updated schedule incorporating the comments. The updated schedule shall be submitted monthly as part of the application for payment.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01370 – SCHEDULE OF VALUES FOR LUMP SUM BID ITEMS

PART 1 GENERAL

1.01 REQUIREMENTS

- A. Submit to the Engineer a Schedule of Values for Lump Sum bid items (a breakdown of the bid) allocated to the various portions of the Work bid as Lump Sum, in accordance with the General Conditions.
- B. Upon request of the Engineer, support the values with data which will substantiate their correctness.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on an 8½-in by 11-in or 8½-in by 14-in or 11-in by 17-in white paper. Contractor's standard forms and automated printout will be considered for approval by the Engineer upon Contractor's request. Identify schedule with:
 - 1. Title of Project and location.
 - 2. Engineer and Project number.
 - 3. Name and address of Contractor.
 - 4. Contract designation.
 - 5. Date of submission.
- B. Schedule shall list the installed value of the component parts of the Lump Sum Work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Identify each line item with the number and title of the respective major section of the specifications.
- D. For each major line item, list sub-values of major products or operations under the item.
- E. For the various portions of the Work:
 - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
 - 2. For items on which progress will be requested for stored materials, prepare a sub-schedule as defined in Paragraph 1.03 below.
- F. The sum of all values listed in the schedule shall equal the total Lump Sum bid for that portion of the work.

1.03 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a sub-schedule of unit costs and quantities for:
 - 1. Products on which payments will be requested for stored products.
- B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.
- C. The unit quantity for bulk materials shall include an allowance for normal waste.
- D. The unit values for the materials shall be broken down into:

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1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 2. Copies of the invoices for component material shall be included with the payment request in which the material first appears.
 3. Paid invoices shall be provided with the second payment request in which the material appears no payment shall be allowed and/or may be deleted from the request.
- E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

PART 2 PRODUCTS

NOT USED.

PART 3 EXECUTION

NOT USED.

END OF SECTION

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SECTION 01400 - TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.1 SCOPE OF WORK

The Owner will be responsible for providing testing services and the Contractor is responsible for providing access to personnel to collect, test, and inspect the work. All testing laboratory services will be paid by Owner.

Contractor will reimburse the Owner for failed tests or erroneously ordered tests.

Where tests of materials or any portions of the Work are required by law/ordinance or public authority, the Contractor shall bear all costs of such tests, shall give timely notice of readiness therefore and shall furnish to the Engineer the required certification of testing or approval.

Tests specified in the Technical Specifications shall fall into four categories: (1) those required for approval of materials prior to use, which serve the same purpose as shop drawings or samples; (2) those required by law; (3) those necessary for acceptance of equipment, or facilities, and (4) those made during the progress of the Work to check compliance with the requirements of the Contract Documents. The Contractor shall bear all the costs of the tests in the first three categories.

Tests conducted in the fourth category shall be carried out at the discretion of the Engineer. The cost for testing material in this category shall be paid for by the Owner, with the following exception. The Contractor shall furnish the materials for any samples and shall fully cooperate with the Engineer or Testing Laboratory in securing such samples. In addition, all failing tests under category (4) shall be paid for by the Contractor. Any re-work necessary by the Contractor to obtain passing tests shall be at the Contractor's costs and no time extension for delays will be considered by the Owner.

1.2 QUALITY ASSURANCE

- A. **Qualifications of Testing Laboratory:** The testing laboratory will be qualified in accordance with ASTM E329. The testing laboratory's qualifications shall be submitted to the Engineer for approval before testing begins.
- B. **Codes and Standards:** Testing, when required, will be in accordance with pertinent codes and regulations and with selected standards of the American Society for Testing Materials.

1.3 COORDINATION

The testing representative shall process and distribute to the Engineer, the Owner, and the City Engineering required copies of test reports and related instructions to ensure necessary retesting and replacement of materials with the least possible delay in progress of the work.

1.4 CODE COMPLIANCE TESTING

Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the contract documents.

1.5 INSPECTION BY OWNER'S PERSONNEL

From time to time, personnel employed by the Owner may inspect the work where the work is in progress, but shall have no authority to direct the Contractor or request changes in the work except through the Engineer.

DELTA PLANNED WATER LINE REPLACEMENT

1.6 TAKING SPECIMENS

Specimens and samples for testing, unless otherwise provided in the contract documents, will be taken by the testing personnel. Sampling equipment and personnel will be provided by the testing laboratory. Deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

1.7 SCHEDULES FOR TESTING

- A. **Establishing the Schedule:** By advance discussion with the testing laboratory, the Contractor will determine the time required for the laboratory to perform its tests, to issue each of its findings and the lead time required for the laboratory to collect specimens. The Owner will provide the required time to the Contractor, so that it can be incorporated in the construction schedule.
- B. **Revising the Schedule:** When changes in the construction schedule are necessary during construction, coordinate such changes of schedule with the Engineer as required.

1.8 MINIMUM REQUIREMENTS FOR TESTS

The Contractor shall be required to meet the following minimum requirements for the tests:

A. **Water lines:**

- 1. **Field Densities (backfill):**
 - a. Pipe Lines and Conduits 1 density per 200 linear feet (l.f.) from top of pipe bedding zone and 18” below subgrade
- 2. **Modified Proctors:** As required by change in material.

B. **Street Construction:**

- 1. **Field Densities:**
 - a. Subgrade 2 densities per 200 l.f.
 - b. Subbase 2 densities per 200 l.f.
 - c. Base Course 2 densities per 200 l.f.
 - d. Asphalt Pavement 2 densities per 200 l.f. per layer
- 2. **Concrete:** 1 set (four specimens) per each 8 cy or less
- 3. **Sieve Analysis:** Base course and subbase 1 gradation per 1,000 l.f.
- 4. **Asphalt Pavement:** 1 gradation, extraction and set of briquettes per 500 feet of roadway and in-place density of asphalt every 250 feet of roadway or as recommended by the Materials Testing Engineer representing the Testing Laboratory

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish, install and maintain all temporary facilities required for construction; remove on completion of Work.
- B. Before starting the work, the Contractor shall make his own arrangements for storage of materials and equipment in locations on or off the construction site. For the allocated space, the Contractor shall submit to the Engineer for approval, his proposed plan and layout for all temporary offices, sanitary facilities, temporary construction roads, storage buildings, storage yards, temporary water service and distribution, temporary power service and distribution, and temporary telephone service.

1.02 TEMPORARY BUILDINGS

- A. The Contractor shall erect, or provide as approved, temporary storage buildings of the various sizes as required for the protection of mechanical equipment and materials as recommended by manufacturers of such equipment and materials. The buildings shall be provided with environmental control systems that meet recommendations of manufacturers of all equipment and materials stored in the buildings. The buildings shall be of sufficient size and so arranged or partitioned to provide security for their contents and provide ready access for inspection and inventory. At or near the completion of the work, and as directed by the Engineer, the temporary storage buildings shall be dismantled, removed from the site, and remain the property of the Contractor.
- B. Combustible materials (paints, solvents, fuels, etc.) shall be stored in a well-ventilated building adequately separated from other buildings.

1.03 STORAGE YARDS

- A. The Contractor shall construct temporary storage yards for the storage of materials that are not subject to damage by weather conditions. Materials such as pipe and reinforcing and structural steel shall be stored on pallets or racks, off the ground, and in a manner that allows ready access for inspection and inventory. Temporary gravel surfacing of the storage yards shall meet with the approval of the Engineer.
- B. A temporary security fence with gates and locks shall be erected by the Contractor around the storage yard and located as approved by the Engineer.

1.04 FIRST AID FACILITIES

- A. The Contractor shall maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care persons (including employees) who may be injured on the job site. In no case shall employees be permitted to work at a job site before the Contractor has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

1.05 TEMPORARY ACCESS ROADS AND PARKING SPACE

- A. The Contractor shall construct temporary construction access roads, parking areas and detours within the designated construction areas as are required to execute the Work. The roads, parking areas and detours shall meet the approval of the Engineer, and be maintained in good condition until no longer needed; at which time they shall be removed and the area left in a condition satisfactory to the Engineer.
- B. The Contractor shall construct temporary parking facilities for his employees, his Subcontractor's employees, other employees and the Engineer.

DELTA PLANNED WATER LINE REPLACEMENT

1.06 CONTRACTOR'S FIELD OFFICE

- A. The Contractor shall provide a temporary office on the job site where directed by the Engineer, adequately furnished, and maintained in a clean, orderly condition by the Contractor. The Contractor or his authorized representative shall be present in the field office or on the project at all times while the work is in progress. Instructions received there from the Engineer shall be considered as delivered to the Contractor. The office shall be furnished with lights, heating/refrigerated air conditioning, telephone, internet access (wifi), printer, scanner copier with require ink and paper, potable water, restroom and other appropriate facilities.
- B. The Contractor, at his expense, shall make an office, facilities and all utilities (including telephone) available for the use and convenience of the Owner's inspector, the Engineer and other representatives as necessary during the course of the project.
- C. Office space for the Owner/Engineer shall be separated by permanent full height walls from the rest of the structure. It shall have a lockable interior door for access to restrooms and other facilities and a lockable exterior door. As a minimum, it shall be furnished with these items: office desk and chair, four drawer legal size metal file cabinet, two guest chairs, six foot layout table (fold-up legs) with chair.

1.07 HOUSEKEEPING

- A. All structures, storage areas, parking areas and the adjacent grounds shall be kept in a clean, slightly and sanitary condition at all times by the Contractor.

1.08 WATER FOR CONSTRUCTION

- A. The Contractor shall make his own arrangement for a supply of potable drinking water for his employees and shall keep such supply available at all times.
- B. The Contractor may, with the approval of the Engineer, make other arrangements and secure water for construction purposes from a source of his own choosing. Said water shall be clean and sanitary.
- C. The Contractor may secure a construction meter from the Owner for construction water as per the Rules and Regulations of the El Paso Water. **Contractor shall pay EPWater for all water used.**
- D. Contractor is encouraged to use groundwater from dewatering operation for construction purposes.

1.09 ELECTRIC POWER FOR CONSTRUCTION

- A. The Contractor shall furnish and install, at his own expense, all temporary electrical facilities required for construction and safe operation. Separate electrical metering shall be provided and power used shall be paid for by the Contractor, regardless of the source of the power.

1.10 SANITARY FACILITIES

- A. The Contractor shall provide adequate toilet facilities for use by his personnel and the Engineer and shall maintain such facilities in a clean and sanitary condition throughout the construction period. Such facilities shall be conveniently located for use by the personnel and the entire area shall be maintained in a clean and sanitary condition. After completion of the work, all temporary toilet facilities shall be removed from the site.

1.11 TRAFFIC PLAN

- A. Traffic control and planning for the control of traffic in all areas of the project shall be the responsibility of the Contractor. Seven days prior to commencing any work on the project the Contractor shall prepare and submit for TXDOT review and approval, a Traffic Control plan for that particular work area. **Six (6) copies of the approved Traffic Control Plan shall be submitted to the Engineer.** The traffic control

DELTA PLANNED WATER LINE REPLACEMENT

plans, devices, signage, and record keeping shall conform with the specifications and principles given in the "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", PART IV, latest edition issued by the Texas Department of Transportation and in accordance with the requirements of the City of El Paso. Work within any specific area must be phased so that the traffic controls for the work in that particular area do not conflict with traffic flows in any other control area.

1.12 DUST CONTROL

- A. The Contractor shall furnish and maintain at all times equipment necessary to effect dust control over the entire working area.
- B. The Contractor shall water the streets of the project a minimum of twice a day during working days and once during non-working days including weekends and holidays.

1.13 DRAINAGE CONTROL

- A. The Contractor shall have the responsibility to comply with all the necessary requirements for the Federal Register dated, September 9, 1992, Volume 57, No. 175 - FINAL NPDES GENERAL PERMITS FOR STORM DISCHARGES FROM CONSTRUCTION SITES (or latest revision thereof). The Contractor shall file the Notice of Intent (NOI) as required, a minimum of 2 days prior to commencement of any construction. The required STORM WATER POLLUTION PREVENTION PLAN (SWPPP) shall be developed for the project by the Contractor as required in the above mentioned document. The SWPPP shall be kept at the work site and updated as work progresses.
- B. The Contractor shall maintain adequate drainage within and through work areas. Earth dam drainage will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete or other acceptable materials will be permitted when necessary to protect the work and/or the public, provided such use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

1.14 CONSTRUCTION STAGING AREA

- A. The OWNER will not provide a construction staging area. The Contractor shall be responsible for obtaining at his cost a construction staging area for equipment and materials storage, construction offices, etc., that the Contractor feels is necessary for the project.

1.15 OFFICE FACILITIES

- A. Provide facilities for material storage yard and sheds adequate in size for Contractor's use. Contractor shall maintain a project office near the project site. The Contractor shall allow access for the Engineer's and Owner's personnel and use of the project office.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

- 4.01 No separate measurement and payment shall be made for this item, but it shall be included in the total price bid for the installation of sewer lines as indicated in the proposal.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01600 – PROGRESS SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS

- A. The schedule of Work shall be based on the period of time within which this Contract is to be completed (Contract Completion Time).
- B. Within 10 calendar days following Notice of Award, Contractor shall prepare and submit to Engineer his proposed Schedule of Work, as described in this Section, with sub-schedules of related activities which are essential to its progress. These include, but are not limited to: Submittals, fabrication, delivery, installation, testing and start-up schedules.
- C. **An UPDATED construction schedule shall be included with each pay estimate as a condition precedent to approval of each pay application. Failure to provide an UPDATED schedule with each pay application will delay the approval of the pay application.**
- D. Included with the Schedule of Work, Contractor shall submit a written Traffic Control Plan, which shall identify how heavy equipment shall be routed through the construction areas throughout the construction period, as required in these Specifications. The Traffic Control Plan shall specify timing of road and street closures as required performing the Work under this Contract.
- E. Contractor shall submit updated Schedule of Work with application for payment monthly, or more frequently when required and acceptable to the Engineer.
- F. All schedules and Traffic Control Plan shall be submitted to Engineer for acceptance and shall be subject to coordination with requirements of work performed under other projects which may be in progress.
- G. Contractor's Schedule is to be considered and used as a working tool, and will not become part of Contract or Contract Documents.

1.02 FORM OF SCHEDULES

- A. The Schedule of Work shall utilize the Critical Path Method (CPM): Contractor shall prepare, maintain, and furnish current detailed progress and schedule charts using Critical Path Method (CPM) supporting Contract performance dates. Schedule shall identify Work in Contract in sufficient detail to ensure compliance with Contract dates, schedules, and sequences of construction.
- B. CPM shall be maintained throughout life of Contract. Contractor shall designate an authorized representative within its firm who will be responsible for preparation of CPM network plan and schedule and for monitoring progress of project.
- C. Contractor is deemed to have included in the Bid Price a sum of money sufficient to pay for all costs attendant to the scheduling requirements of this Section, throughout the Contract completion time. Owner shall have right to withhold progress payments due Contractor in the event that schedules are not maintained current or submitted as specified. Preparation, content, submittal, review and use of the network plan and schedule are as set forth below.
 - 1. Schedule submittal: Within 15 calendar days following Award of Contract, Contractor shall submit to the Engineer complete CPM network plan. Size of network plan sheet or sheets shall be limited to 24-inch x 36-inch. A schedule of estimated monthly progress payments shall be developed by Contractor and submitted with CPM network plan. A schedule of Shop Drawing submittals and reviews shall also be included.
 - 2. Within 7 calendar days after receipt of Schedule, Engineer will meet with Contractor for joint review, and any necessary correction or adjustment of proposed network plan. Within five calendar

DELTA PLANNED WATER LINE REPLACEMENT

days after joint review, Contractor shall submit three copies of revised schedule to Engineer. Re-submittal will be reviewed by Engineer and if found to be as previously agreed upon, will be accepted. Accepted schedule shall constitute Project Schedule of Work until subsequently updated in accordance with requirements of this Section. The submission of schedules by Contractor, as required herein are not only required for the verification of progress payments, but also informing Owner and Engineer of the status of the Project in order that Owner and Engineer may evaluate project progress, Contractor change order requests, or other proposed changes to the Project.

3. Acceptance of Contractor's Schedule by Engineer will not relieve Contractor from compliance with all conditions of the Contract. Errors and omissions in accepted Contractor's Schedule will not be cause for future claims by Contractor for extra costs or increased Contract Time. Comments made by the Engineer on the Contractor's Construction Schedule during review will not relieve the Contractor from compliance with requirements of the Contract Documents. This review is only for general conformance with the schedule concept of the project and general compliance with the information given in the Contract Documents.
4. Network plan shall show sequence and interdependence of activities required for complete performance of all items of Work under this Contract. Contractor shall exercise sufficient care to produce a clear, legible, and accurate network plan. Network plan shall show the following for each work activity:
 - a. Concise description of work represented by activity.
 - b. Duration (in work days).
 - c. Early and late start dates, and early and late finish dates.
 - d. Percent complete.
5. Work activities in network plan shall be sufficiently detailed to identify all major items of Work included in this Contract, including procurement and delivery of materials, and including shutdowns and restarts.
6. Contractor shall also submit with network plan:
 - a. Proposed number of working days per week.
 - b. Holidays to be observed during duration of Contract (by day and month).
 - c. Planned number of shifts per day.
 - d. Number of hours per shift.
 - e. Average manpower usage planned monthly by major trades. Trades shall include as a minimum: carpenters, laborers, operators, ironworkers, electricians, pipe fitters, masons, and painters.
7. Schedule is Contractor's schedule, prepared by him and he remains solely responsible for adherence thereto.
8. Project control: Once a month or more frequently if warranted, Contractor shall review progress of Work to that date. He shall collect information, with aid of field superintendents for all Subcontractors, on all jobs scheduled to be worked on during previous monthly period including Shop Drawings, material procurement, and Change Orders that may have been issued in this period. Information shall be evaluated and compared with original plan and schedule. Project problems will be reviewed and Contractor shall take necessary measures to keep Project on schedule. Any changes shall be incorporated into the schedule.

DELTA PLANNED WATER LINE REPLACEMENT

9. If latest completion time for any significant job does not come within time allowed by Contract, including all extensions, sequence of jobs, and performance of jobs shall be revised by Contractor through either concurrent operations, additional manpower, additional shifts, and significant Contract completion and occupancy times will be met. No additional cost will be allowed by Owner to Contractor or to any Subcontractor for overtime, additional manpower, equipment, or additional shifts if such expediting procedures are necessary.
 10. Each month, Contractor shall update the Project Schedule of Work and shall submit to Engineer three copies of updated Schedule, for Engineer's review and acceptance. Update shall include all revisions required under item 9 above, percentage completion by work activity, as well as any revisions to Shop Drawing schedule and information included under item 6 above.
 11. Changes to Schedule: Contractor may at any time make changes to his current plan and schedule upon notification to Engineer. Contractor shall submit changes to network plan and schedule for any of the following reasons:
 - a. When delay in completion of any activity or group of activities indicates an extension of scheduled Project completion including delays which may be involved with change orders, unusual weather, etc.
 - b. Delays in submittals or deliveries or work stoppages are encountered which make re-planning or rescheduling of Work necessary.
 - c. Schedule does not represent actual prosecution and progress of Project.
 12. Engineer's acceptance of changes to Schedule and all relevant data is contingent upon compliance with all other paragraphs of this Section and any other previous agreements or requirements by Engineer.
 13. Contractor's cost of revisions to Schedule due to any cause shall be responsibility of Contractor.
 14. Adjustment of Contract completion: Contract Time will be adjusted only by Change Order for causes specified in this Contract. In the event Contractor requests an extension of Contract Time, he shall furnish such justification, CPM data, and supporting evidence as follows for a determination as to whether or not Contractor is entitled to an extension of Time under provisions of Contract: all CPM logic revisions, durations changes, and cost changes for Work in question and its relationship to other activities on accepted, current network plan. Submission of proof based on network activity logic and durations is obligatory with any Contractor request for extension of time. Schedule must clearly display that Contractor has used, in full, all float time available for Work involved in this request. For other than critical path work, Contractor shall use available float times for Owner requested changes. Contractor shall not reserve float time for subsequent contracted requested changes. Engineer's determination as to total number of days of Contract extension shall be based upon current Schedule at time of alleged delay and all other relevant information and provisions of Contract. Schedule data shall be included in next monthly updating of Schedule. Actual delays in activities which according to network plan and schedule do not affect Contract Completion Date will not be basis for a change of Contract Completion Date. Engineer shall review facts within a reasonable time after receipt of Contractor request for extension of Time and supporting evidence, and shall advise Contractor in writing thereof.
 15. Contractor shall submit a brief narrative report as part of monthly update. Narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.
- E. Contractor failure to comply with this Section shall be a material breach of this Contract.

DELTA PLANNED WATER LINE REPLACEMENT

- F. The initial Contractor's payment request will be evaluated by the Engineer if the initial schedule submittal has been made. Subsequent payment requests made by the Contractor will not be evaluated by the Engineer until the revised Contractor's schedule (as defined in paragraph 1.02.D.2) has been accepted by the Engineer.
- G. All "float time" i.e. the time indicated on the Contractor's Progress schedule between the early start time and late start time, and early finish time and late finish time is owned by the Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

- 4.01 No separate measurement and payment shall be made for the work under this section, but it shall be included in the total price bid under this Contract.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01740 – GUARANTEES AND WARRANTIES

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

A. General – Section 01010: General

1.02 PROJECT MAINTENANCE AND GUARANTEE

- A. The Contractor shall maintain and keep in good repair, the Work covered by these Contract Documents during the life of this Contract.
1. The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the Work performed and to items of equipment, and system procured for or furnished under this Contract, arising from defective workmanship or materials used therein, for a period as described in the General Conditions of the Specifications.
 2. All equipment, spare parts, supplies, materials, special tools, and any other item installed or supplied by the Contractor shall be warranted by the Contractor for a period of 1 year from the date of acceptance of the work by the Owner.
 3. The Contractor shall, at his own expense, furnish all labor, materials, tools, and equipment required and shall make such repairs and removals or shall perform such work of reconstruction, as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship, or faulty materials, in any part of the Work performed by him. Such repair shall also include refilling of trenches, roadways, excavations, or embankments which show undue settlement or erosion after backfilling or placement.
 4. Except as noted on the Drawings or as specified, all structures such as embankments, levees, fences, etc., shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility, not designated for removal, resulting from the Contractor's operations shall be promptly repaired by the Contractor at no cost to the Owner.
 5. The Contractor shall be responsible for all new improvements and reconstructed/repared work included in the plans and specifications and for the reconstruction or repair of any road, sidewalks, street, and/or entrance damaged as a consequence of his operations, and or repairs and maintenance of same for a period of one (1) year from the date of such reconstruction. In the event the repairs and maintenance are not made immediately to the satisfaction of the Engineer, and it becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for the cost of such repairs.
 6. In the event the Contractor fails to proceed to remedy the defects of which he has been notified within 7 days of the date of such notice, The Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the General Conditions and to hold the Contractor and his sureties liable for the cost and expense thereof.
 7. All equipment warranties for periods of longer than one year shall be assigned to the Owner after the one-year warranty period specified herein and in the General Conditions.

DELTA PLANNED WATER LINE REPLACEMENT

1.03 PROCESS WARRANTIES

- A. Certain items of construction are specified as to performance. Should these items fail to perform as specified, the Contractor shall make all required modifications or replacement necessary to achieve the specified results at no additional cost to the Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

- 4.01 No separate measurement and payment shall be made for this item, but shall be included in the total price bid under this Contract.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 01750 - PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.1 SCOPE OF WORK

Throughout progress of the work of this contract, maintain an accurate record of all changes in the contract documents, as described in Article 1.5 below.

1.2 QUALITY ASSURANCE

- A. **General:** Delegate the responsibility for maintenance of record documents to one person on the Contractor's staff as approved in advance by the Engineer.
- B. **Accuracy of Records:** Thoroughly coordinate all changes within the record documents, making adequate and proper entries on each page of the specifications and each sheet of drawing and other documents where such entry is required to properly show the change. Accuracy of records shall be such that future searches for items shown in the contract documents may reasonably rely on information obtained from the approved record documents.
- C. **Timing of Entries:** Make all entries within 24 hours after receipt of information. One (1) set is to be maintained at the Contractor's job trailer at all times. As-builts are to be updated as a condition precedent to Engineer's review of each pay application.

1.3 SUBMITTALS

- A. **General:** The Engineer's approval of the current status of record documents will be a prerequisite to the Engineer's approval of requests for each progress payment and request for final payment under the contract.
- B. **Progress Submittals:** Prior to submitting each request for progress payment, secure the Engineer's approval of the record documents as currently maintained.
- C. **Final Submittal:** Prior to submitting requests for final payments, as part of the contract close-out requirements, submit the final record documents to the Engineer and secure his approval.

1.4 PRODUCT HANDLING

Use all means necessary to maintain the job set of record documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of the recorded data to the final record documents. In the event of loss of recorded data, use all means necessary to secure the data to the Engineer's approval; such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the contract documents.

1.5 RECORD DOCUMENTS

- A. **Job Set:** Promptly following Notice to Proceed, secure from the Owner's Purchasing Agent, at no charge to the Contractor five (5) complete sets of all documents comprising the contract.

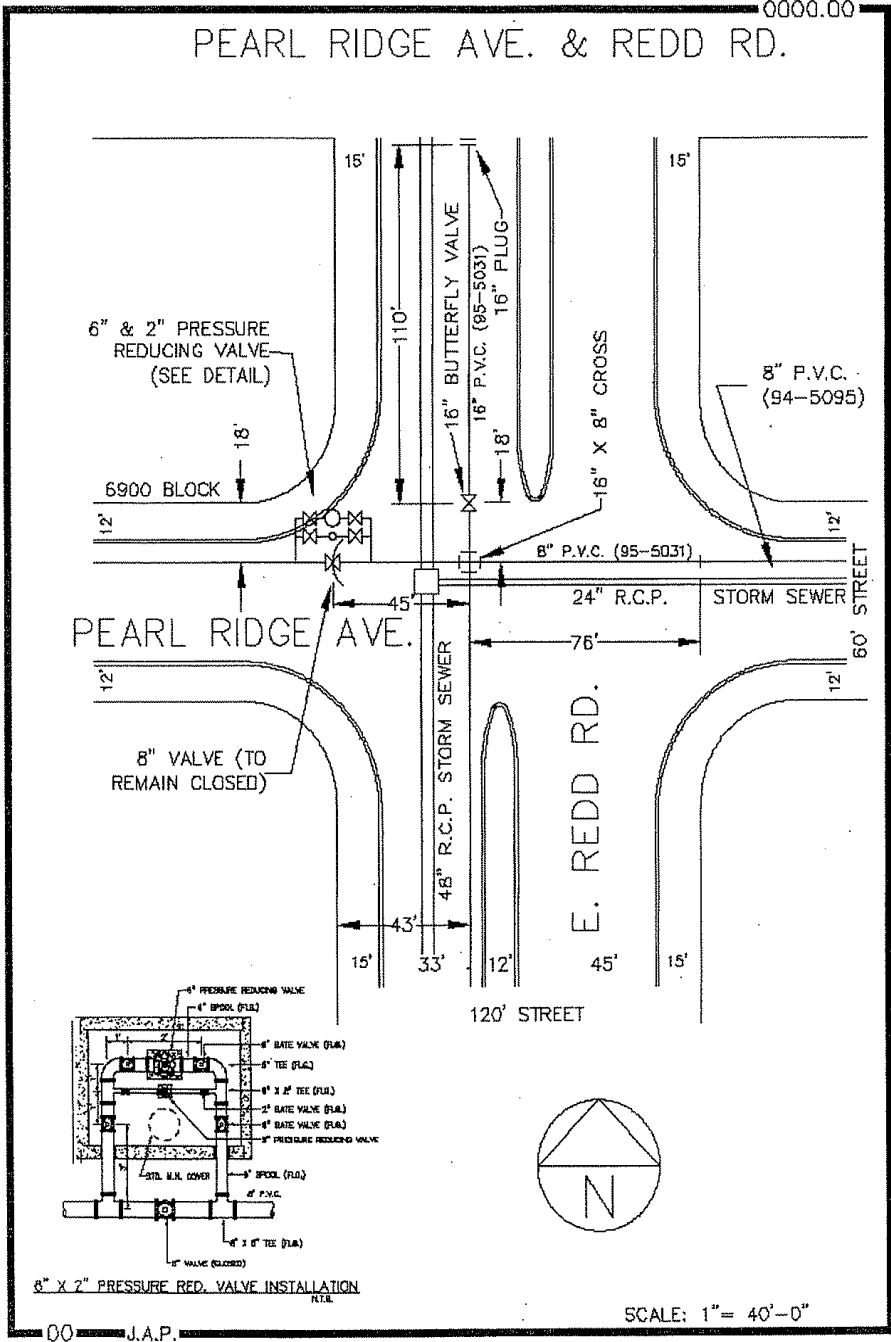
DELTA PLANNED WATER LINE REPLACEMENT

1.6 MAINTENANCE OF JOB SET

- A. **Identification:** Immediately upon receipt of the job set described in Paragraph 1.4 above, identify each of the documents with the title “**RECORD DOCUMENTS –Job Set**”.
- B. **Preservation:**
1. Devise a suitable method for protecting the job set considering the probable number of occasions upon which the job set must be taken out for the new entries and for examination, and the conditions under which these activities will be performed throughout the contract completion time.
 2. Do not use the job set for any purpose except entry of new data and for review by the Engineer, until the data is transferred to final record documents by the Engineer.
- C. **Making Entries on Drawings:** Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by note and by graphic line, as required. Date all entries. Call attention to the entry by highlighting around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.
- D. **Making Entries on Other Documents:**
1. Where changes are caused by directive issued by the Owner, clearly indicated the change by a note in ink, colored pencil or rubber stamp.
 2. Where changes are caused by Contractor-originated proposals approved by the Owner, including inadvertent errors by the Contractor which have been accepted by the Engineer, clearly indicate the change by a note in erasable colored pencil.
 3. Make entries in the pertinent documents as approved by the Engineer.
- E. **Layouts:**
1. In most cases on the drawings, arrangement of piping, fitting and appurtenances are shown schematically and are not intended to portray precise physical layout. Final physical arrangement is as determined by the Contractor, subject to the Engineer’s approval. However, design of future modifications of the facility will require accurate information as to final physical arrangement of items which are shown only schematically on the drawings.
 2. Show on the job set of record drawings, by dimension accurate to within 6”, the centerline of each run of items such as are described in Paragraph 1 above. Clearly identify the item by accurate note such as “gate valve”, “Center of water line”, etc. Show, by symbol or note, the vertical location of the item (“under pavement”, “exposed”, etc.). Make all identification sufficiently descriptive that it may be related reliably to the specifications. The following sheet indicates an example of the dimensions that shall be shown on the drawings in order to provide accurate and reliable record drawings.
 3. The Engineer may waive the requirements for conversion of schematic data where, in the Engineer’s judgment, such conversion serves no beneficial purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Engineer.

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PEARL RIDGE AVE. & REDD RD.



DELTA PLANNED WATER LINE REPLACEMENT

- F. **Accuracy of Entries:** Use all means necessary, including the proper tools for measurement, to determine actual locations of the installed items.

PART 2 – PRODUCTS

2.1 FINAL RECORD DOCUMENTS

- A. **Transfer of Data to Other Documents:** If the documents have successfully been kept clean during progress of the work, and if entries have been sufficiently orderly it will facilitate the transfer of changed data to a new copy. Obtain the approval of the Engineer.
- B. **Review and Approval:** Submit the completed final set of record documents to the Engineer. Participate in review meeting or meetings as required by the Engineer, make all required changes in the record documents, and promptly deliver the final record documents to the Engineer.

2.2 CHANGES SUBSEQUENT TO ACCEPTANCE

The Contractor shall not be responsible for recording changes in the work subsequent to the acceptance of the work by the Owner. Any changes resulting from replacements, repairs, and alterations made by the Contractor as part of his guarantee shall be appropriately recorded on project record documents by the Owner.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 02001—MOBILIZATION

PART 1 – GENERAL

1.1 SCOPE OF WORK

This work shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project, and for all other work and operations, which must be performed or costs incurred prior to beginning work on various contract items on the project site.

PART 2 – PRODUCTS

2.1 There are no specific products in this section of the specifications.

PART 3 – MEASUREMENT AND PAYMENT

3.1 The cost of mobilization services incurred by the Contractor shall be 50% at mobilization and 50% at demobilization of Bid Item 1. Cost of this item shall not exceed 5% of the total bid.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 02100 - SITE PREPARATION

PART 1 – GENERAL

- 1.1 **Scope:** The work covered by this section of the specifications consists of preparing the job site for construction operations by the removal and disposal of all obstructions from the designated areas where removal of such obstructions is not otherwise provided for in the plans and specifications.
- A. Such obstructions shall include abandoned structures and utility lines, fences, trees, shrubs, vegetation, driveways, concrete and stone rubble, rubbish and all miscellaneous debris.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTIONS

- 3.1 **General:** The Contractor shall furnish all materials, equipment, tools, labor, superintendence and incidentals required to perform the work as indicated on the drawings, as directed by the Engineer, and as specified herein.
- 3.2 **Obstruction Other Than Vegetation:** All concrete, fences, rubble, trash and miscellaneous debris shall be removed to a depth of 1 foot below bottom of material designated to be removed. All remaining holes shall be backfilled and with material meeting the requirements for fill and backfill material then compacted as specified and directed by the Engineer. The Contractor shall complete this operation by blading, bulldozing, or other approved methods so that the jobsite shall be free of holes, ditches, and other abrupt changes in elevation and irregularities of contour. All waterlines called to be abandoned, shall be abandoned in place and only removed to the extent that would interfere with the proposed installation of the new water lines.
- 3.3 **Clearing:** Clearing shall consist of removal and disposal of trees and other vegetation as well as down timber, snags, brush and rubbish within the areas to be cleared within the working areas as shown in the drawings. Individual trees, groups of trees or other vegetation not required to be removed and occurring outside the earthwork areas shall be protected against unnecessary cutting, breaking or skinning of roots, skinning and brushing of bark, or smothering of trees by stockpiling construction materials or excavated material within drip lines.
- 3.4 **Grubbing:** Stumps, matted roots and roots larger than 2 inches in diameter shall be removed from within 6 inches of the surface of areas on which fills are to be constructed except in roadways. Areas disturbed by grubbing will be filled.
- 3.5 **Disposal:** The Contractor shall properly dispose of all materials removed from the job site.

END OF SECTION

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SECTION 02200 – WATER MAIN MATERIALS

PART 1 – GENERAL

1.1 Polyvinyl Chloride (PVC) Pressure Pipe.

- A. **Scope:** These specifications cover the requirements for polyvinyl chloride (PVC) pressure plastic pipe materials and installation for potable water use. These specifications shall apply to PVC pipe in sizes 4-inch through 16-inch diameters.
- B. **Quality Assurance:** All PVC pipe shall be coded to provide positive identification and prevent accidental damage to or interruption of the water facilities. Pipe shall conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 “Drinking Water System Components - Health Effects” and be certified by an organization accredited by ANSI. Such compliance shall be evidenced by an affidavit from the manufacturer or vendor. If the pipe does not presently conform to this standard, information from the manufacturer regarding action being taken to comply with this standard must be submitted.

Pipe shall be suitable for use in the conveyance of water for human consumption. Each piece of pipe shall be marked with two seals of the testing agency that certified the pipe material as being suitable for potable water use.

- C. **Submittals:** The CONTRACTOR shall be responsible for furnishing all necessary shop drawings, certificates, etc. for review and acceptance to the ENGINEER. A certification from the manufacturer shall be furnished to the ENGINEER attesting compliance with appropriate ASTM Standards and ANSI/NSF Standard 61. Such compliance shall be evidenced by an affidavit from the manufacturer or vendor. If the pipe does not presently conform to this standard, information from the manufacturer regarding action being taken to comply with this standard must be submitted. Failure to provide this information may result in rejection of pipeline material.

Submit documentation on pipe products, fittings, and related materials as may be required by the Contract Documents or the ENGINEER. Review all submittals prior to submission. Submit it in a timely manner so as not to delay the project. Allow sufficient time for ENGINEER’s review and resubmission, if necessary. Include certifications from manufacturer that the product complies with appropriate ASTM standards.

- D. **Standards:** PVC Pressure Pipe shall comply with the applicable requirements of the following:

ANSI/NSF 61	Drinking Water System Components - Health Effects
ASTM F-477	Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM D-1784	Specifications for Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds
ASTM D-2241	Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR-Series)
ASTM D-2774	Recommended Practice for Underground Installation of Thermoplastic Pressure Piping
AWWA C-651	Standard for Disinfecting Water Mains
AWWA C-900	Standard for Polyvinyl Chloride (PVC) Pressure Pipe 4-Inch through 36-Inch, for Water Distribution

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AWWA M-23	Manual: PVC Pipe - Design and Installation
UNI-BELL-3	Polyvinyl Chloride (PVC) Pressure Pipe (Complying with AWWA Standard C-900)
UNI-BELL-11	Polyvinyl Chloride (PVC) Water Transmission Pipe Nominal Diameters 14-Inch through 36 Inch

- E. **Delivery and Storage:** Pipe, fittings and accessories shall be inspected upon delivery and during progress of the work. Any material found defective will be rejected by the ENGINEER, and shall be promptly removed from the site.

All pipe, fittings and other accessories shall, unless otherwise directed, be unloaded at point of delivery, hauled to and distributed at the site of the work by the CONTRACTOR. In loading and unloading, materials shall be lifted by hoists or rolled on skidways so as to avoid shock or damage. Under no circumstances shall materials that have been dropped be incorporated in the work. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground.

PVC pipe shall not be stored outside exposed to prolonged periods of sunlight. Any discoloration of pipe due to such exposure is an indication of reduced pipe impact strength, and will be sufficient cause for rejection of the pipe. Any pipe rejected shall be removed from the job site.

- F. **Pipe Materials:** Pipe shall meet the requirements of AWWA C-900 for 4-inch through 36-inch sizes. Pipe shall be Underwriters Laboratories (UL) approved. All PVC pressure pipe shall be furnished in cast iron pipe equivalent outside diameters and a standard laying length of 20-feet. Pipe pressure class shall be either 235 (DR18) or 305 (DR14) for 4-inch through 12-inch diameters. Pipe shall be blue color.

- G. **Joints:** Pipe joints shall be push-on, flexible elastomeric gasketed. The pipe length shall contain one bell-end or couple with a synthetic elastomeric gasket. Gaskets shall meet the requirements of ASTM F-477. The bell shall be an integral part of the pipe length and have the same strength and DR as the pipe. The spigot pipe end shall be beveled.

PVC manufacturer shall include two indicator lines on their gasketed pipe product line. One reference mark shall mark the spigot and shall be the homing mark that the Contractor shall follow to perform correct installation of the pipe according to the pipe manufacturer's installation guide. The second mark line will be to measure how far the pipe has been over-inserted in the case of faulty installation. This additional indicator line shall be colored red in order to distinguish it from the homing reference mark and to avoid confusion during construction. The sockets and/or spigot configurations for the fittings and couplings shall be compatible to the pipe. Socket configuration shall prevent improper installation of gasket and shall ensure that the gasket remains in place during joining operations.

The EPWU understands that pipe with dual markings is manufactured in Canada. EPWU will accept this pipe if the pipe meets ASTM, ANSI, INSF, AWWA standards listed in Section 2200, Part 1.1D.

- H. **Fittings:** Pipe fittings shall be ductile iron, cement lined, in accordance with AWWA C-110 and these Specifications: Valves and Fittings. Pipe fittings shall be mechanical joint (MJ). Reference Section 15000.

- I. **Provisions for Thrust:** Concrete thrust blocking and mechanical joint restrainers shall be installed at all fittings and valves in accordance with details shown on the drawings and these Specifications. Mechanical Joint Restrainers shall be as manufactured by EBAA Iron, Uni-Flange or approved equal.

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J. **Pipe Trenching, Installation and Backfill:** Except as noted, Pipe Trenching, Installation and Backfill for PVC Pressure Pipe shall be in accordance with AWWA M-23, C-900.

1. **Trench Width:** The minimum clear width of the trench should be 1- ½ feet greater than the outside diameter of the pipe. The maximum clear width of the trench at a point 1-foot above the top of the pipe is equal to the pipe outside diameter plus 2-feet. If the maximum recommended trench width is exceeded or if the pipe is installed in a compacted embankment, then pipe embedment shall be compacted to a minimum point of 2-1/2 pipe diameters from the side of the pipe or to the trench walls.
2. **Pipe Zone Embedment:** Unless otherwise specified, PVC pressure pipe shall be embedded in Class II material as defined in Section 02235. Native material or imported material meeting or exceeding Class II requirements may be used. Class I material is acceptable at the discretion and expense of the Contractor.
3. **Installation:** Plastic pressure pipe shall be installed in accordance with AWWA M 23 and C-900 and/or manufacturer's printed recommendations whichever is applicable. Where a conflict arises with this specification, this specification shall control.

Care shall be taken to insert the pipe spigot to the reference mark to prevent buckling or separation of the pipe joint. The reference mark shall be showing. The CONTRACTOR shall verify that the manufacturer's reference mark is correct per manufacturer's literature.

Under no circumstances should the pipe or accessories be dropped into the trench. When pipe laying is not in progress, open ends of installed pipe should be closed to prevent entrance of trench water, dirt and foreign matter into the line.

4. **Marking Tape:** PVC pressure water pipe shall be marked by concurrently installing the appropriate marking tape for detection purposes. The detectable tape shall consist of a 5.0 mil inert polyethylene plastic material. It shall be high visibility blue with the standard warning and identification for potable water imprinted on the tape. The minimum width of detectable tape shall be 6-inches for all potable water lines. The maximum burial depth shall be 36-inches for the 6-inch wide tape, measured from finished grade. Detecting tape shall be manufactured by Thor Enterprises or approved equal.
5. **Deflection:** Maximum ring deflection of installed PVC pressure pipe shall be 5 percent. Joint deflection shall not exceed manufacturer's recommendations for the particular size pipe.
6. **Corrosion Protection:** As a precaution against corrosion, all flanges, bolts, nuts and other exposed metal surfaces underground shall be coated with Texaco, Koppers, or approved equal rustproof compound.

K. **Testing:** Disinfect and test the piping system as detailed in AWWA C-651 and in accordance with Section 15030 of these Specifications.

END OF SECTION

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SECTION 02221 – EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES

PART 1 GENERAL

1.01 STATUTORY REQUIREMENTS

- A. All excavation, trenching and related sheeting, bracing, etc. shall comply with the requirements of OSHA excavation safety standards (29 CFR part 1926.650 Subpart P) and any State or local requirements. Where conflicts between OSHA, State, and local regulations exist, the most stringent requirements shall apply.

1.02 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, superintendence, tools and incidentals necessary to perform trenching for water lines and appurtenances, including drainage, filling, backfilling, disposal of surplus material, and restoration of trench surfaces and easements.
- B. Excavation shall extend to the width and depth shown on the drawings or as specified and shall provide suitable room for placing shoring, pipe embedment and installing pipe, structures, and appurtenances.
- C. Furnish and place all sheeting, bracing, and supports and remove from the excavation all materials which the Engineer may deem unsuitable for backfilling.
- D. Whatever the requirement for any percentage of compaction is referred to herein shall mean "at least that percentage of maximum density as determined by ASTM D1557, Method D."

1.03 RELATED WORK

- A. Environmental protection is included in Section 01110.
- B. Granular fill materials is included in Section 02235.
- C. Schedule of Pipe is included in Section 02600.

1.04 SUBMITTALS

- A. Trench excavation support system designs shall be prepared by a licensed Professional Engineer, registered in the State of Texas, having a minimum of five years of professional experience in the design and construction of excavation support systems. Submit an original and a minimum of three copies of the licensed Professional Engineer's certification, on the P.E. form included in Section 01300, stating that the excavation support systems designs have been prepared by the Professional Engineer and that the Professional Engineer will be responsible for their execution.

1.05 REFERENCE STANDARDS, QUALITY ASSURANCE, PROJECT/SITE REQUIREMENTS AND DEFINITIONS

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM D698 Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregates Mixtures Using 5.5 lbs (2.49 kg) Rammer and 12-inch (305 mm) Drop (also known as Standard Proctor Analysis)
 - 2. ASTM D1557 Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54 kg) Rammer and 18-inch (457 mm) Drop (also known as Modified Proctor Analysis)

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- B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.06 QUALITY ASSURANCE

- A. Prior to and during the placement of backfill and fill, cooperate with the Engineer and soils testing laboratory in their performance of in-place soil density tests to verify that the backfill/fill material have been compacted in accordance with the compaction requirements specified herein. The Engineer may designate areas to be tested.

1.07 PROJECT/SITE REQUIREMENTS

- A. Subsurface Conditions. Geotechnical Report dated _____, prepared by CQC Testing & Engineering, LLC, El Paso, TX, entitled "General Geotechnical Subsurface Soils Evaluation Report for EPW-Planned Waterline Replacement Program Phase XII Project". Copies of these reports may be examined at the offices of EPWU (1154 Hawkins Blvd., El Paso, TX 79961-0511) during regular business hours. Nothing herein, relieves the Contractor of his obligations to thoroughly investigate the condition of the job site including all subsurface conditions.

1.08 DEFINITIONS

- A. Where the phrase "in-the-dry" is used in these specifications, it shall be defined to mean a soil condition such that the in-place moisture content of the soil at that time is no more than 2 percentage points above the optimum moisture content of that soil as determined by the laboratory test of the moisture-density relation appropriate to the specified level of compaction.
- B. Where the phrase "at or near its optimum moisture content" is used in this Section, it shall be defined as being within plus or minus 2 percentage points of the optimum moisture content of that soil as determined by laboratory testing.
- C. Where used in this Section, "modified proctor" refers to soil density testing in accordance with ASTM D1557.

PART 2 PRODUCTS

2.01 GENERAL

- A. Timber used for excavation support systems shall be pressure treated with wood preservative for ground contact.

PART 3 EXECUTION

3.01 TRENCH EXCAVATION SUPPORT

- A. This item covers the requirements for the Contractor to provide the design and construction of trench safety for all trenches excavated. Refer to SUPPLEMENTARY CONDITIONS and Section 01010 - General, of these specifications for additional information regarding TRENCH EXCAVATION SAFETY SYSTEM.
- B. The Contractor shall furnish, put in place, and maintain a trench safety system to support the sides of the excavations where required, to prevent movement which could in any way diminish the width of the excavation below that necessary for proper construction, and to protect structures, pipelines, streets, drains, canals and utilities from damage due to lateral movement or settlement of ground.
- C. The trench safety system shall be suitable for construction of pipelines, utilities, etc. that are installed below grade and shall be sufficient to fully protect public or private property including other existing utilities and structures below, or above grade. Trench safety systems include, but are not limited to,

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sloping of side excavation, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering, or diversion of water to provide adequate drainage.

- D. The Contractor shall be responsible for the design of systems, and procedures such as the use of sheet piling, shoring, or other means of temporary support to protect existing buildings, streets, highways, water conveying structures, and any other structures. In the case of existing utilities, the Contractor may elect to remove the utilities under the stipulated condition that the removal and subsequent replacement of these utilities shall meet with the approval of the Engineer, the Owner, the utility owner, and all agencies having jurisdiction of the structure or property. In all cases, the Contractor shall be fully responsible for the protection of any person or persons who, as a result of the Contractor's work, may be injured.
- E. Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavations, Trenching, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29 CFR, Part 1926, Subpart P, as amended including proposed Rules published in the Federal Register (Vol. 54, No. 209) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-653. Legislation that has been enacted by the Texas Legislature (H.B. No. 662 and H.B. 665) with regard to trench safety systems, is hereby also incorporated, by reference, into these specifications.
- F. The Contractor shall submit a safety program specifically for the construction of trench excavations together with the trench excavation plans for trench safety systems. The trench safety program shall be in accordance with OSHA Standards governing the presence and activities of individuals working in and around trench excavation.
 - 1. Contractors shall have three generally accepted methods, or combinations thereof, to meet OSHA Standards for Trench Excavation:
 - a. Minimum angle of Repose for sloping of the side of excavations.
 - b. Utilization of Trench Box.
 - c. Shoring, Sheeting, and Bracing Methods.
 - 2. A Contractor electing to utilize the Minimum Angle of repose must submit:
 - a. Soil Classification according to the unified Soil Classification System including water content and plasticity index, and minimum angle of the slope of excavation for the trench.
 - 3. A Contractor electing to utilize a trench box must submit physical dimensions, materials, position in the trench, expected loads, and the strength of the box. No claims for delay will be permitted.
 - 4. A Contractor electing to utilize shoring, sheeting, and bracing must submit dimensions and materials of all uprights, stringers, cross bracing, and spacing required to meet OSHA requirements. No claims for delay will be permitted.
- G. Sheeting and Bracing
 - 1. The Contractor shall furnish, put in place, and maintain such sheeting and bracing as may be required to protect personnel, to support the sides of excavations, to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction, and to protect adjacent structures from undermining or other damage. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed and the cause of such voids investigated. Where soil cannot be properly compacted to fill void, and where acceptable to the Engineer, lean concrete shall be used to fill the void at no additional cost to the Owner.

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2. The Contractor shall leave in place to be embedded in the backfill all sheeting the Engineer may direct him in writing to leave in place at any time during the progress of the work for the purpose of preventing injury to structures, utilities, or property. The Engineer may direct that timber used for sheeting and bracing be cut off at any specified elevation.
 3. All sheeting and bracing not left in place shall be carefully removed in such manner as not to cause excessive loading on the installed piping, and to not endanger the construction or other structures, utilities, or property. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted for that purpose, or otherwise as may be directed.
 4. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders, and his failure to exercise his right to do so shall not relieve the Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise, growing out of failure on the part of Contractor to leave in place sufficient sheeting and bracing to prevent any caving in or moving of the ground.
 5. No wood sheeting is to be completely withdrawn if driven below mid-diameter of any pipe, and under no circumstances shall any wood sheeting be cut off at a level lower than 1 foot above the top of any pipe.
 6. When movable trench bracing such as trench boxes, moveable sheeting, shoring, or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding or backfill.
 - a. When installing rigid pipe, any portion of the box extending below mid-diameter shall be raised above this point prior to moving the box ahead to install the next pipe. This is to prevent the separation of installed pipe joints due to movement of the box.
 - b. When installing flexible pipe, trench boxes, moveable sheeting, shoring, or plates shall not be allowed to extend below mid-diameter of the pipe. As trench boxes, moveable sheeting, shoring or plates are moved, screened gravel shall be placed to fill any voids created and the screened gravel and backfill shall be re-compacted to provide uniform side support for the pipe.
- H. The Contractor shall provide a qualified person to make daily inspections of the trench safety systems to ensure that the systems meet OSHA requirements. The contractor shall maintain a permanent record of these daily inspections.

If the evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility, and prerogative of the Contractor, not the Owner, the Owner's designated representative, or the Engineer to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

- I. In any emergency situation which may threaten or affect the safety or welfare of persons or property, the Contractor shall act at his discretion to prevent possible damage, injury, or loss. Any additional compensation or extension of time claimed for such action shall be considered in view of the cause of the emergency and in accordance with the general conditions.

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- J. OSHA Safety and Health Regulation Part 1926: please refer to 01016 Trench Safety Systems.

3.02 TRENCH EXCAVATION PROCEDURES

- A. Existing concrete and asphalt pavement, sidewalk, curb, or driveway removed in connection with construction shall be replaced to neatly sawed edges. Saw cuts shall be made to a minimum depth of 1½-inches or ¼ the thickness of the concrete, whichever is greater. Cuts shall be neat and to true straight lines with no shatter outside the removal area. If a saw cut would fall within 30-inches of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed and replaced to the joint or edge. Concrete sidewalk and/or driveway may be removed so that a minimum 30-inch square is replaced. If the saw cut would fall within 12 inches of score mark, the concrete shall be removed and replaced to the score mark. Existing bituminous pavement removed in connection with construction shall be cut with a saw, cutting wheel, or other similar and suitable tool. Care shall be taken to assure that the edge of the removed pavement does not vary from a straight line more than 2 inches from the mean. The Contractor shall furnish all material, labor, equipment, and supplies necessary to do the work required in removal of pavement and disposal of same where required. Saw cutting is required on all paving. The cutting shall be carried in a vertical plane through the pavement along a straight line marking the limits of the cut. Any unnecessarily irregular breakage or cracking caused by the Contractor shall be removed and replaced by the Contractor without added expense to the Owner. Paving cuts for manholes and valve boxes shall be SQUARE and at adequate distances from outside diameter to manholes and valve boxes to allow installation.
- B. Strip and stockpile topsoil from farm areas crossed by trenches.
- C. Trench digging machinery may be used to make trench excavation except in places where operation of same would cause damage to existing structures either above or below ground. In such instances, hand methods shall be employed. The Contractor shall locate all existing underground lines, whether or not they are shown on the drawings, sufficiently in advance of trenching operations to prevent any damage thereto. Extreme care shall be taken to prevent such damage and the Contractor shall be fully responsible for damage to any such lines. The Contractor shall locate the elevation of all major damage to any such lines. The Contractor shall locate the elevation of all major utility lines at least 1,000 feet ahead of pipeline placement operations and notify the Engineer in writing of any conflicts that are found or expected.
- D. There will be no classification of excavated materials and all materials encountered shall be excavated as required. Adjacent structures shall be protected from damage by construction equipment. All excavated material shall be piled along the trench in a manner which will not endanger the work.
- E. Excavation for manholes and other appurtenances shall be made as required to provide space for constructing the structure and trench safety system.
- F. The use of explosives will not be permitted.
- G. Trenches shall be excavated to the depth indicated on the drawings and in widths sufficient for laying and bedding the pipe, constructing concrete easement, bracing and for pumping and drainage facilities. The Engineer or Contractor may order testing by the soils testing laboratory to verify the suitability of the existing subgrade soils for the anticipated loadings. If the existing subgrade soils are determined to be unsuitable, direction will be provided by the Engineer regarding removal and replacement with suitable materials. The bottom of the excavations shall be firm and dry and in all respects acceptable to the Engineer.
- H. Excavation shall be performed in-the-dry by methods which preserve the undisturbed state of subgrade soils. The trench may be excavated by machinery to, or just below the designated subgrade, provided that material remaining in the bottom of the trench is no more than slightly disturbed. Subgrade soils which become soft, loose, "quick," or otherwise unsatisfactory as a result of inadequate excavation, dewatering or other construction methods shall be removed and replaced by crushed stone fill as required

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by the Engineer at the Contractor's expense.

- I. The Contractor shall not open up more trench in advance of pipe laying than is necessary to expedite the work, and in no event shall the length of a continuous open trench at the job site exceed 300 feet; however, trenching shall be done far enough in advance of pipe laying to allow the Engineer to make necessary grade changes without the use of extra fittings.
- J. Any excavated areas shall be considered as "open trench" until all pavement replacements have been made, or until all trenches outside of pavement replacement areas have been backfilled and compacted in accordance with these Contract Documents. Trenches across streets shall be completely backfilled with temporary or permanent pavement in place within 24 hours after laying the pipe.
- K. The Contractor shall provide substantial steel plates with adequate trench bracing which shall be used to bridge across trenches at street and alley crossings and at commercial driveways, where trench backfill and temporary patches have not been completed before the end of the Contractor's regular working hours. Safe and convenient passage for pedestrians shall be provided at all times. The Engineer may designate an enclosed or railed passage for the safe access of pedestrian traffic at any location adjacent to construction activities as he deems necessary. Access to fire stations, fire hydrants, schools, and hospitals shall be maintained at all times.
- L. Trench widths from the bottom of the trench to a point 12 inches above the top of the pipe shall be kept to the practical minimum required for properly bedding, laying, aligning, grading, and jointing of the pipe. Trench widths shall follow EPWater Standards.
- M. If the maximum recommended trench width must be exceeded or if the pipe is installed in a compacted embankment, then pipe embedment shall be compacted to a point of at least 2½ pipe diameters from the pipe on both sides of the pipe or to the trench walls.
- N. Whenever the prescribed maximum trench width is exceeded, the Contractor shall use an embedment or encasement as required by the Engineer for the trench width as actually cut. For trench widths in excess of the prescribed maximum, excavated by the Contractor for his own convenience, the additional cost incurred will be borne by the Contractor.
- O. In all cases, any accumulated water in the trench shall be removed before laying pipe, placing concrete, or backfilling.
- P. If the Contractor excavates below grade through error or for the Contractor's own convenience, or through failure to properly dewater the trench, or disturbs the subgrade before dewatering is sufficiently complete, he may be directed by the Engineer to excavate below grade as set forth in the following paragraph, in which case the work of excavating below grade and furnishing and placing the refill shall be performed at the Contractor's expense. If the material at the level of trench bottom consists of fine sand, sand and silt, or soft earth which may work into the pipe embedment material notwithstanding effective drainage, the subgrade material shall be removed to the extent directed by the Engineer and the excavation refilled with a 6-inch layer of coarse sand, or a mixture graded from coarse sand to fine peastone, as approved by the Engineer, to form a filter layer preserving the voids in the pipe embedment material. The composition and gradation of the filter layer shall be approved by the Engineer prior to placement. Pipe embedment material shall then be placed in 6-inch layers thoroughly compacted up to the normal grade of the pipe. If approved by the Engineer, bank-run gravel shall be used for refill of excavation below grade. Geotextile filter fabric may be substituted for filter layer if approved by the Engineer. Filter fabric shall be Mirafi 140N, Supac equivalent, or approved equal.

3.03 PIPE EMBEDMENT AND TRENCH BACKFILL PROCEDURES

- A. After completion of the trench excavation in accordance with article 3.03 above, bedding material shall be placed on the trench bottom for support under the pipe. Bell holes and similar excavations for appurtenances shall be hand excavated. All pipe shall be installed in such manner as to insure full support of the pipe barrel over its entire length and under appurtenances.

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- B. Bedding, laying and joining of pipe shall be as specified for the individual type of pipe. After joining pipe it shall be adjusted to the line and grade indicated on the drawings.
- C. As soon as practicable after pipe has been installed and joined, bedding material shall be placed and compacted, and either bedding or select fill as specified for the pipe shall be placed and compacted to at least 12 inches over the pipe. The bedding material shall be hand packed and tamped in 8-inch lifts paying particular attention to bell holes, sling holes, elimination of voids and to insure uniform support for the pipe. The Contractor may at his option use pipe embedment material in place of select fill to a height of 12 inches over the pipe.
- D. In the event special pipe bedding is not required, the trench shall be excavated to an even grade so that the bottom of the pipe will rest on the bottom of the trench throughout the entire length of the pipe. In order to obtain a true even grade, the trench shall be fine graded and shaped to fit the bottom 90 degrees of the pipe. Any part of the trench excavated below grade shall be corrected by filling with approved materials and thoroughly compacted. If clay, rock or other unyielding material is encountered in the bottom of the trench, it shall be removed to a depth of six (6) inches below grade, refilled with selected materials, and thoroughly compacted to grade. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of the pipe to be made properly.
- E. Backfilling over pipes shall begin as soon as practicable after the pipe has been laid, jointed and inspected and the bedding material placed as specified, trenches shall not be left open overnight.
- F. Allow three days before placing backfill over concrete encasement.
- G. All backfilling shall be prosecuted expeditiously and as specified.
- H. The remainder of the trench from a point 12 inches above the pipe, or above the concrete encasement, shall be backfilled to match and maintain existing grades and thoroughly compacted as herein specified. To prevent longitudinal movement of the pipe, dumping backfill material into the trench and then spreading will not be permitted until the bedding or select fill has been placed and compacted to a level 1 foot over the pipe.
- I. If the bedding requirements do not require bedding zone material to the top or above the pipe, the first lift of backfill material shall be placed carefully under and around the pipe and thoroughly compacted by means of mechanical tamps to the spring line of the pipe. When the first lift above the top of the pipe has been compacted as specified, the backfilling of the remainder of the trench, shall be done in the following manner: The backfill material shall be placed in the trench in layers not to exceed 8 inches, moistened or aerated as necessary to obtain optimum moisture, and compacted with approved mechanical compaction equipment until the required density is obtained. Vibratory rollers may not be used in city streets. Density requirements shall be as follows:
 - 1. For all backfill in areas to be paved, a density of no less than 95 percent per ASTM D1557 shall be obtained from bottom of subgrade to top of the embedment zone. Where conflicts exist between the project specifications and the Geotechnical Investigation Report, the most stringent requirement shall apply.
 - 2. For all backfill not in paved areas, density of not less than 95 percent per ASTM D1557 shall be obtained from top of the embedment zone to ground surface. Where conflicts exist between the project specifications and the Geotechnical Investigation Report, the most stringent requirement shall apply.
 - 3. The jetting method of water tamping or the water ponding method will **NOT** be allowed.
- J. Following the completion of backfilling, the Contractor will maintain the trench surface in a satisfactory manner until final completion and acceptance of the finished project. The maintenance shall include blading from time to time as necessary, filling depressions caused by settlement, and other work required to keep the areas and roads in satisfactory condition. Any settlement of the paved surface which occurs

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before and during the 1 year warranty period shall be repaired by the Contractor at his expense.

- K. Backfill around structures shall be selected common fill material, and shall be compacted, especially over pipes connected to the structures.
- L. When moveable trench bracing such as trench boxes, moveable sheeting, shoring, or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the backfill. Trench boxes, moveable sheeting, shoring, or plates shall not be allowed to extend below top of the pipe. As trench boxes, moveable sheeting, shoring, or plates are moved, pipe bedding shall be placed to fill any voids created and the backfill shall be recompacted as specified to provide uniform side support for the pipe access to the entire trench width.
- M. Any new or relocated sewer, potable water, natural gas, buried telephone, reuse water line, or other utility shall be marked by installing the appropriate marking tape in the trench. Marking tape for water and sewer pipelines shall be metallic. All other marking tape shall consist of a minimum of 4.0 mil inert polyethylene plastic. The tape shall be imprinted continuously over its entire length in permanent black ink to identify the type of line. The tape shall be 6-inches in width and colored High Visibility Safety Yellow for gas pipelines, High Visibility Blue for potable water pipelines and High Visibility Brown for sanitary sewer pipelines.

The pipelines shall be marked by concurrently installing the appropriate marking tape in the trench for detecting purposes. The marking tape shall be as manufactured by Alarm-Tapes, Inc. or approved equal. Installation in the trench shall be as recommended by the manufacturer and as shown on the Drawings.

N. Construction Tests

- 1. Tests of all the materials may be made during construction to determine conformity with the specifications. Such tests may include field densities on base coarse and grading analysis of material. The frequency and type of testing will be determined by the Engineer. The Contractor shall cooperate in securing samples and shall furnish materials required for sampling.
- 2. Should construction testing reveal that the item tested does not meet the requirements of the Construction Documents, retesting shall be required until the item does meet the requirements. All failing tests shall be at the Contractor's expense. The Contractor may obtain any additional tests which he may require for quality control, using his testing laboratory, at his expense.
- 3. Backfilling and Compaction will not be allowed prior to a proctor being available at the project site. "Blind densities will not be allowed. The Contractor shall plan accordingly as to avoid any delays.

3.04 RESTORING TRENCH SURFACE

- A. Where the trench occurs adjacent to a paved street, in shoulders, or in sidewalks, thoroughly consolidate the backfill and maintain the surface as the work progresses. If settlement takes place, immediately deposit additional fill to restore the level of the ground.
- B. In and adjacent to streets, the upper portion of trenches shall be backfilled with base material and pavement replaced.
- C. In sections where the pipeline passes through grassed areas, and at the Contractor's own expense, remove and replace the sod, or loam and seed the surface to the satisfaction of the Engineer.

3.05 EXCAVATION AND BACKFILLING FOR PIPES UNDER OR ADJACENT TO STRUCTURES

- A. Excavation for all pipe lines beneath structures shall be carried out with the excavating equipment operating from the subgrade for the structure. The excavation shall be carried out "in-the-dry" and in a manner which will preserve the undisturbed state of the subgrade soils.

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- B. In order to minimize any differential settlement, all pipe within the excavation limits of structures shall be adequately supported on structural fill. The Contractor shall provide a suitable transition zone of this backfill under the pipelines or ducts from the structure wall to the beginning of the normal trench as shown on the drawings and as acceptable to the Engineer.
- C. In locations where pipes pass through fill area, the Contractor shall take the following precautions to consolidate the refill up to an elevation of at least 1 foot above the bottom of the pipes:
 - 1. Place and compact structural fill in such areas for a distance of not less than 3 feet either side of the centerline of the pipe in level layers not exceeding 8 inches in depth, and extending from the structure wall to the end of fill.
 - 2. Excavate for pipe trench and backfill as specified above.

3.06 DISPOSAL OF SURPLUS MATERIAL

- A. Excavated material may be stacked without excessive surcharge on the trench bank. Excavated material shall be segregated for use in backfilling.
- B. Unsuitable waste and surplus excavated material shall be removed and disposed of offsite in accordance with all applicable regulations. Materials may be temporarily stockpiled in an area within the limits of construction that does not disrupt neighborhood activities, construction activities, create any nuisances or safety hazards, or otherwise restrict access to the site of the work.

PART 4 MEASUREMENT AND PAYMENT

- 4.01 No separate measurement will be made for this work item and payment for all work covered in this Section, will be included as part of the unit price for the installation of pipelines as shown in the Proposal. Such payment shall be complete compensation for the complete performance of the work in accordance with the drawings and Specifications.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 02235 - FILL MATERIALS

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals necessary to obtain and transport and deliver materials to the site, for filling and backfilling, grading and miscellaneous site work, for the uses shown on the drawings and as specified herein.

1.2 RELATED WORK

- A. Site Preparation is included in Section 02100.

1.3 SUBMITTALS

- A. Submit in accordance with Section 01300, complete product data, for materials specified in this Section.
- B. Laboratory Test Reports for each proposed material as follows:
 - 1. Grain size analyses, and plasticity index and liquid limit where applicable, to determine suitability for use as backfill or fill material in conformance with the requirements specified herein. Grain size analyses shall be determined in accordance with ASTM C136 and soils shall be classified in accordance with ASTM D2487.
 - 2. Moisture-density relations to determine the maximum dry densities and optimum moisture content required for compaction testing as specified elsewhere in the Contract Documents.

1.4 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM C33 Standard Specification for Concrete Aggregates
 - 2. ASTM D75 Methods for Sampling Aggregates
 - 3. ASTM C136 Method for Sieve Analyses for Fine and Course Aggregates
 - 4. ASTM D4318 Liquid Limit, Plastic Limit and Plasticity Index of Soils
 - 5. ASTM D698 Standard Test Method for Moisture-Density Relations for Soils and Soil-Aggregate Mixtures, Using 5.5-pound (2.49-kg) Rammer and 12-inches (305 mm) Drop.
 - 6. ASTM C131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 - 7. ASTM D2487 Classification of Soils for Engineering Purposes
- B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.5 QUALITY ASSURANCE

- A. Laboratory Testing

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1. At least 14 days prior to the placement of any backfill and fill materials, deliver a representative sample of the proposed materials weighing at least 50 pounds to the Engineer for testing by the testing laboratory in accordance with Section 01410.
2. The soils testing laboratory will perform:
 - a. Grain-size analyses and soil classification of the samples to determine their suitability for use as backfill or fill material in conformance to the material requirements specified hereinafter.
 - b. The appropriate Proctor analyses to determine the moisture density relationship curve for the material submitted.
3. Test results shall be delivered to the Engineer and to the Contractor no later than three days prior to the placement of backfill or fill materials.
4. The Contractor will pay for all tests to determine suitability of off-site or on-site excavation material proposed for use as backfill or fill.

1.6 DELIVERY, STOCKPILING, AND HANDLING

- A. The Engineer shall be notified of all deliveries of granular material a minimum of 72 hours in advance of the scheduled delivery time.
- B. Stockpile granular material within areas allowed for construction and at locations acceptable to the Engineer. The Contractor shall construct a pad of the stockpile material at the stockpile location(s) and shall utilize equipment capable of properly stacking each stockpile in a neat and regular shape. Contaminated or unsatisfactory stockpile material shall be replaced at no additional cost to the Owner. The Engineer shall be the sole authority determining the acceptability of stockpiled material.
- C. Limit the handling of stockpiled material to prevent segregation and unnecessary material loss. Material to be stockpiled shall be covered with a waterproof tarp secured to the ground with weights or snaps, in the event of wet weather.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. GENERAL - Backfill and fill materials shall be suitable on-site excavated materials, natural or processed mineral soils obtained from off-site sources, or graded crushed stone or gravel. Backfill, embankment fill, and common fill materials shall be free of all organic material, trash, snow, ice, frozen soil, or other objectionable materials which may be compressible or which cannot be properly compacted. Backfill and fill materials shall not contain any granite blocks, broken concrete, masonry rubble or asphalt pavement. Soft, wet, plastic soils which may be expansive clay soils, having a natural in-place water content in excess of 30 percent, soils containing more than 5 percent (by weight) fibrous organic materials, and soils having a plasticity index greater than 15 (per ASTM D4318) shall be considered unsuitable for use as backfill, fill or common fill. Backfill, embankment fill and common fill materials shall have a maximum of 1.5 percent expansion when testing is performed on a sample remolded to 95 percent of maximum dry density (per ASTM D698) at 3 percent below optimum moisture content under a 100 pounds/square foot surcharge. Onsite excavated materials may be used as fill materials provided they meet the requirements specified for the class of fill, and test results are submitted and approved. Where necessary, on site materials shall be screened as required to meet the requirements of the specifications.
- B. STRUCTURAL FILL - Structural fill shall be unfrozen, sandy gravel, or gravelly sand free of organic material, loam, trash, snow, ice or other objectionable material. It shall have a plasticity index of less than 15 (per ASTM D4318) and shall be graded within the following limits when sampled and tested in accordance with ASTM D75 and ASTM D136:

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Sieve Size or Designation	Total Percent Passing by Weight
3 inches	100
¾ inch	70 to 100
#4	40 to 100
#200	5 to 35

1. The final gradation of the soil material to be used within the limits designated above will be uniformly graded from coarse to fine and may not vary from the low limit on one sieve to the high limit on the successive sieves or vice versa.
 2. The plasticity index (PI) of the material shall not exceed 12 in accordance with ASTM D4318.
- C. Granular Fill - Granular fill under the base of the tank, placed to the thickness and depths shown on the plans shall conform to the tank manufacturer’s requirements regarding corrosion protection. In addition, the material shall be relatively uniform in gradation, having a maximum particle size of ¼ inch and nor more than 5% by weight passing the No. 200 sieve. Granular material shall be free of lumps, stones over two inches in diameter, clay, and organic matter.
- D. Common Fill - Common fill shall consist of mineral soil substantially free from organic materials, loam, wood, trash and other objectionable materials which may be compressible or which cannot be compacted. Common fill shall not contain stones larger than six inches in largest diameter, granite blocks, broken concrete, masonry rubble, or other similar materials. It shall have physical properties such that it can be readily spread and compacted during filling. Snow, ice, or trash shall not be permitted. It shall have a plasticity index of less than 15 (per ASTM D4318). Native material (excluding sandy, lean clays) conforming to these requirements may be used as common fill. Common fill shall conform to the following gradation limits:

Sieve Size or Designation	Total Percent Passing by Weight
6 inches	100
No. 30	75 to 100
No. 200	0 to 20

- E. Select Fill - Select fill shall conform to the requirements of common fill except that the material shall not contain any materials larger than 3 inches in largest dimension and shall have a liquid limit less than 40.
- F. Crushed Rock - Crushed rock shall be sound, durable stone, angular in shape, and free of any foreign material, structural defects, and chemical decay. Crushed rock shall have a percentage of wear of no greater than 50, when tested in accordance with ASTM C131, and shall conform to the following gradation limits:

Sieve Size or Designation	Total Percent Passing by Weight
1 inch	100
¾-inch	90 to 100
½-inch	30 to 60
3/8-inch	0 to 25
No. 4	0 to 5

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- G. Pea Gravel - Screened pea gravel shall consist of hard, durable, rounded or sub angular particles of proper size and gradation, and it shall be free from sand, loam, clay, excess fine, and deleterious material. The size of the particle shall be uniformly graded within the following limits:

Sieve Size or Designation	Total Percent Passing by Weight
5/8-inch	100
1/2-inch	40 to 100
3/8-inch	15 to 45
No. 10	0 to 5

PART 3 – EXECUTION NOT USED

END OF SECTION

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SECTION 02237 - FLOWABLE FILL

PART 1 GENERAL

1.1 DEFINITION

- A. Flowable Fill, also known as Controlled Low Strength Material (CLSM), Controlled Density Fill (CDF), 2-Sack or 2-Sack Grout, Flowcrete, Liquid Dirt, and various other trademark names is a self-compacting, self-leveling cementitious backfill material that is used in lieu of compacted soil fill material. Flowable Fill should not be considered as, or tested like, a type of low strength concrete. Applications of Flowable Fill under this specification are considered “excavatable” and require 28 day strengths less than 200 psi. Upon curing, Flowable Fill has the properties of high quality, well compacted, load bearing soil.

1.2 DESCRIPTION

- A. Furnish and place Flowable Fill as backfill for trench, foundation, hole, tank pipeline abandonment, or void filling. The material may also be used where long flowable horizontal movements are required such as pipe filling, annular rings, in jacked pipes, and difficult to access areas requiring long lateral placements.

1.3 SAMPLING

- A. Sampling of Flowable Fill will be in accordance with ASTM D5971.

PART 2 MATERIALS

2.1 CEMENT

- A. Cement shall conform to ASTM C150 Type II, or Type I/II.

2.1.1 Source Approval and Acceptance:

- A. Portland cement will be accepted based on certification of the approved sources and satisfactory test results from verification samples. The following information shall be included in the request for source approval:
1. Supplier or company
 2. Cement plant location
 3. Storage facility type and capacity
 4. Average and maximum production capabilities
 5. Production procedures
 6. In-house Quality Control Program information:
 - 6.1. Routine sampling and testing frequency;
 - 6.2. Documentation that the laboratory responsible for the certified ASTM C150, ASTM C595, and ASTM C1157 test results is currently participating in the Cement and Concrete Reference Laboratory (CCRL) proficiency sample and pozzolan inspection programs;
 - 6.3. A copy of the Laboratory’s letter authorizing CCRL to send copies of the CCRL inspection programs and proficiency result reports directly to EPWater;
 - 6.4. Documentation that measures have been taken to assure that the Supplier keeps unacceptable cement separated from acceptable cement.
 7. Copies of Quality Control program test reports for the previous six (6) months.

2.2 FLY ASH

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- A. Use fly ash that will comply with the physical and chemical requirements of ASTM C618, Class F. Fly ash may be used to increase flowability and/or pumpability. Type C fly ash or high lime fly ash is not to be used as it tends to increase the long-term strength and may cause the mix to become unexcavatable. The use of fly ash is not required in the mix design.

2.1.1 Source Approval and Acceptance

- A. Documentation concerning test results shall be supplied to Engineer for acceptance. The request for approval of the fly ash source shall include:
 - 1. Supplier or company
 - 2. Source Power plant location
 - 3. Coal type and origin
 - 4. Combustion process
 - 5. Storage facility type and capacity
 - 6. Production procedures
 - 7. In-house Quality Control Program information:
 - 7.1. Routine sampling and testing frequency;
 - 7.2. Documentation that the laboratory responsible for the certified ASTM C618 test results is currently participating in the CCRL proficiency sample and pozzolan inspection programs;
 - 7.3. A copy of the Laboratory's letter authorizing CCRL to send copies of the CCRL inspection programs and proficiency result reports directly EPWater;
 - 7.4. Documentation that measures have been taken to assure that the Supplier keeps unacceptable fly ash separated from acceptable fly ash.
 - 8. Copies of Quality Control program test reports for the previous six (6) months.

2.3 AGGREGATE

- A. Provide a mixture of aggregate with a uniform gradation range in accordance with Table 2.3.1, "Aggregate Mixture Gradation Requirements". Test aggregates in accordance with ASTM C117 and ASTM C136.

**Table 2.3.1
Aggregate Mixture Gradation Requirements**

Sieve Size	Percent Passing
½"	100
#4	80-100
#200	0-30

- B. The Plasticity Index (PI) shall not exceed six (6) when tested in accordance with ASTM 4318.

2.4 MIXING WATER

- A. Mixing water from potable water supplies approved by a public health department may be used without further testing. The producer shall provide test data of water samples from other sources. To determine chemical properties, use a laboratory accredited by the National Environmental Laboratory or Construction Engineering Council Accreditation Program.

2.4.1 Non-Potable Water Testing

- A. Water to be used as mixing water from non-potable sources such as recycled water, reclaimed water, water from open bodies, and water taken from untreated wells, whether used individually or in combination, shall be tested before use and shall not exceed the limits in Table 2.4.1.1:

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Table 2.4.1.1
Required Water Quality for Combined or Individual Sources of Mixing Water

Chemical Test	Limits	ASTM Test Method
Total Solids by Mass (ppm)	50,000 ppm	C1603
Chloride as Cl ⁻ (ppm)	1,000 ppm	C114
Sulfate as SO ₄ ⁻ (ppm)	3,000 ppm	C114
Alkalis as Na ₂ O + 0.658 (K ₂) (ppm)	600 ppm	C114

2.5 CHEMICAL ADMIXTURES

- A. The Flowable Fill producer may use any admixtures meeting the requirements identified below in their mix designs, as they may require, to provide the desired product properties. Air-entraining admixtures may be added to the mix to increase flowability and/or reduce strength. Other specialty admixtures may also be used to increase flowability, reduce shrinkage, and reduce segregation by maintaining solids in suspension, or accelerate set and curing times as required. Use and proportion all admixtures in accordance with the manufacturer's recommendations.
- B. Water reducing admixtures may be used; however, where it is demonstrated that any admixture can increase the strength of the mix over time, it shall not be used.
- C. The use of calcium chloride is allowable provided the flowable fill will not contact metallic materials such as reinforcing, conduits, piping, or any other element that may be affected by the potential for corrosion. Calcium chloride may be introduced when fully dissolved in the mixing water or when in a liquid form. Calcium chloride shall meet the criteria set forth in ASTM D98 as well as a Type C Additive in accordance with ASTM C494. Mix designs utilizing calcium chloride shall be submitted for approval that demonstrates rapid set time and that it will not reach a strength greater than the maximum 28-day requirement.
- D. Air entraining admixtures shall meet the requirements of ASTM C260 – Standard Specification for Air Entraining Admixtures for Concrete.
- E. All other concrete chemical admixtures shall meet the requirements of ASTM C494 – Standard Specification for Chemical Admixtures for Concrete.

PART 3 MIX DESIGN REQUIREMENTS

3.1 GENERAL

- A. The following are general physical properties of the mix design. Mix designs submitted by the supplier may vary somewhat depending on the application required for various projects. Multiple mix designs may be required to satisfy the needs for any given project.

3.2 PHYSICAL PROPERTY REQUIREMENTS

- A. Unless otherwise shown on the plans, furnish a mix design meeting the following requirements:

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Table 3.2.1
Flowable Fill Physical Requirements

Property	Excavatable	Test Method
28-day Compressive Strength, (psi)	60 – 200	ASTM D4832
Flow Consistency, (in)	8 – 11	ASTM D6103*
Unit Weight, (pcf)	90 – 125	ASTM D6023
Air Content (%)	<30	ASTM D6023

*Withdrawn Standard

- B. Mix designs will be referred to based on flowability using the flow consistency as determined using ASTM D6103.

Table 3.2.2
Flowable Fill Slump Test Requirement Based on ASTM C143

Slump (in)
7 +/- 1

PART 4 CONSTRUCTION

4.1 GENERAL

- A. Mix the Flowable Fill using a central-mixed concrete plant, ready-mix concrete truck, pug mill, or, other approved method. Documentation in the form of a “Batch Ticket” showing the supplier name, batch time, mix design identification, materials, batch scale weights, water volume, additives and amounts and any other information necessary to convey that the delivered product meets the requirements of the proportions required in the approved mix design.
- B. Submit a mix design to Engineer for approval in accordance to Section 01300.

4.2 PLACEMENT

- A. When required by Engineer, submit for approval a construction method, plan, means of filling the entire void volume, and method of demonstrating the void area is filled.
- B. Filling below pipe annulus may be demonstrated by placing the pipe on sand bags then placing Flowable fill on one side of the pipe and allowing the fill to flow beneath the pipe so that it may be observed on the other side. All pipe should be secured to prevent displacement during the flowable fill placement.
- C. Flowable Fill may be placed using chutes, pump, or buckets to its final location. The contractor is responsible for assuring the delivery and placement method and equipment is adequate for the application. The maximum time from batching of the Flowable Fill to placement at its final location shall be ninety (90) minutes.
- D. Contractor, at their expense, shall assure the prevention of movement, or flotation, of any inserted or backfilled structure, pipe, or other appurtenances from their designated location. This may be accomplished by using adequate tie-down structures or devices, or, by limiting the lift thickness of the Flowable Fill to prevent the fluid material from lifting (or floating) the pipe or other structure until the Flowable Fill has hardened.
- E. Because the Flowable Fill generates significant hydraulic loads when fluid, individual lift thicknesses that will load structures or pipe should be limited to four (4) feet unless pipe loading calculations

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indicate more loading can be applied without damage. Curing time prior to the addition of additional lifts should be a minimum of eight (8) hours.

- F. Cure time prior to placement of other structural elements should be a minimum of twenty (24) hours. Structural elements such as pavements, slabs or similar project components may be placed earlier if testing to determine suitability for load application using the Ball Drop method (ASTM 6042) indicates an indentation diameter of four (4) inches or less on a freshly exposed Flowable Fill surface.
- G. The final decision concerning the hardening time requirement for any placement shall be made by the representative of the Owner and communicated through them to the Contractor's representative.

4.3 ADDITION OF WATER

- A. Water may be added one time on the site to bring the flow consistency to that required to achieve the needed flowability for the application as long as there is no evidence of segregation of the mix components. If there is evidence of segregation, as evidenced visually by separation of aggregate from the cement paste matrix, the mix shall not be placed. The contractor shall take sole responsibility for performance of the Flowable Fill if water is added on the site, unless specifically directed to do so by the project inspector.
- B. Flowable Fill shall not be placed in areas containing standing water such that the water can mix or be blended with the Flowable Fill material.

4.4 TEMPERATURE REQUIREMENTS

- A. Flowable Fill does not require curing like concrete, but should be protected from freezing until it has hardened. Ambient air temperature must remain above 40°F (4°C) when placing Flowable Fill. The temperature of the Flowable Fill shall not be less than 50°F (10°C) at the time of placement. Flowable Fill must not be placed such that the material is in contact with frozen ground, nor, should the Flowable Fill be placed in areas containing frozen material. If the Flowable Fill will be exposed to freezing temperatures during the first twenty-four (24) hours after placement, it should be protected from freezing using concrete blankets, or, after the initial set a minimum of twelve (12) inches of moist soil cover.

PART 5 QUALITY

5.1 GENERAL

- A. "Flowable Fill" placement shall be witnessed by the Owner's designated representative (Project Inspector and/or Resident Project Representative).
- B. All testing of Flowable Fill will be authorized by the Owner's representative in advance of the placement. Need for testing will be determined by the Owner. Material testing performed by the Owner's Laboratory of Record for the project will determine compliance with project specifications.
- C. Material testing frequency may be determined based on Table 5.1.1; however, the project inspector shall have the authority to increase, reduce, or eliminate testing as the project needs dictate.

Table 5.1.1

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Property	Test Method	Frequency
28-day Compressive Strength, (psi)	ASTM D4832	**1 set/50yd ³ or portion thereof
Flow Consistency, (in)	ASTM D6103*	**1 per 50yd ³ or portion thereof
Unit Weight, (pcf)	ASTM D6023	**1 per 100yd ³ or portion thereof
Air Content (%)	ASTM D6023	**1 per 50yd ³ or portion thereof
Temperature (F)	ASTM C1064	**1 per 50yd ³ or portion thereof
Ball Drop (indentation dia. - inches)	ASTM D6024	As Requested By Owner

*Withdrawn Standard

**Or As Requested by Owner

D. Quality assurance may be subject to City or Governmental Agency regulations and standards.

5.2 NON-COMPLIANCE

A. At the option of the Owner, Flowable Fill material may be required to be removed at the contractor's expense if it is found to be non-compliant with the requirements of the contract documents.

END OF SECTION

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SECTION 02300—TRENCH EXCAVATION AND PREPARATION

1.1 General: Classification of excavation shall be “unclassified” and involves removing unnecessary materials and excavating trenches to the alignment, width, and depth as indicated in the plans or as required for the proper installation of the pipe and appurtenances. Adjacent structures shall be protected from damage by construction equipment. All excavated material shall be piled along the trench in a manner that will not endanger the work.

1.2 Trench Width: The trench walls in the “pipe zone” shall be vertical.

Trench width for **FLEXIBLE PIPE** shall be:

FLEXIBLE PIPE – TRENCH WIDTH		
PIPE DIAMETER	TRENCH WIDTH = BARREL OUTER DIAMETER PLUS	
	Minimum	Maximum
Less than 24 in.	18 in.	18 in.

Trench width at the top of the pipe for **RIGID PIPE** shall not exceed the outside diameter of the pipe barrel, plus the following allowance:

RIGID PIPE - TRENCH WIDTH	
PIPE DIAMETER	TRENCH WIDTH = BARREL OUTER DIAMETER PLUS
Less than 18-in.	18 in.
18 in. - 24 in.	19 in.
27 in. – 39 in.	22 in.
42-in. & Larger	½ Pipe O.D.

If maximum trench width specified above is exceeded at the top of the pipe, the CONTRACTOR shall provide, at its expense, additional load-bearing capacity by means of improved bedding, concrete cradle, cap, or encasement, or other means approved by the ENGINEER.

Trench walls above the pipe zone may be laid back or benched, where space permits, as necessary to satisfy the requirements of OSHA. Additional requirements for Trench Support are specified in Section 01016.

Wherever the prescribed maximum trench width is exceeded, the CONTRACTOR shall remove all loose and sloughed-in material from the trench and replace with compacted granular material such that haunching and initial backfill is compacted to at least 2.5 pipe diameters from either side of the pipe or to the trench walls at no additional cost to the Owner.

Unless otherwise agreed upon, no additional payment will be made to the CONTRACTOR for extra material and labor required to fill excessive trench widths caused by the CONTRACTOR’s equipment or natural collapse of trench walls.

1.3 Trench Bottom: Excavate the trench to an even grade so that the full length of the pipe barrel is supported and joints may be properly assembled.

For 30-inch diameter and smaller pipe, the trench shall be “rough cut” a minimum of 4-inches below the bottom of the pipe. For 33-inches and larger pipe, the trench shall be “rough cut” a minimum of 6-inches below the bottom of the pipe. The “rough cut” dimension shall be increased as necessary to provide a

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minimum clearance of 2-inches from the bottom of the trench to the bottom of the bells, flanges, valves, fittings, etc.

The entire foundation area at the bottom of all excavations shall be firm, stable material. Loose material shall be removed, leaving a clean, flat trench bottom, and material shall not be disturbed below required subgrade except as hereinafter described.

If the subgrade is soft, spongy, disintegrated, or where the character of the foundation materials is such that a proper foundation cannot be achieved at the elevation specified, the CONTRACTOR shall deepen the excavation, not less than 6-inches to a depth where a satisfactory foundation may be obtained. The subgrade shall then be brought back to the required grade with Class I coarse gravel compacted to seventy percent (70%) relative density per ASTM D-4254 (Minimum) and D-4523 (Maximum).

- 1.4 Over Excavation:** If the trench is excavated to a faulty grade (at a lower elevation than indicated), correct the faulty grade at no additional cost to the Owner, as specified below:

In uniform, stable dry soils; correct the faulty grade with Class II granular embedment material thoroughly compacted to ninety percent (90%) Modified Proctor Density per ASTM D-1557.

In soft spongy disintegrated soils, or where necessary to allow proper drainage, correct the faulty grade with Class I coarse gravel compacted to seventy percent (70%) of relative density.

- 1.5 Rock Excavation:** When pipe is to be laid in rock cut, provide a clearance of at least 6-inches below parts of the pipe, valves or fittings. Provide adequate clearance at bell holes to permit proper jointing of pipe laid in rock trenches. Refill excavation to pipe grade with Class II granular embedment material compacted to ninety percent (90%) Modified Proctor Density. Blasting shall not be permitted unless specifically required and called for in the specifications and with a permit issued by governing authorities.

- 1.6 Bell Holes:** Bell holes of ample dimension shall be dug in trenches at each joint of pipe to permit the jointing to be made properly, visually inspected, and so that the pipe will rest on the full length of the barrel.

- 1.7 Dewatering:** (No dewatering anticipated in this project).

- 1.8 Trench Support:** Excavations shall be braced and sheeted to provide complete safety to persons working therein and bracing shall comply with applicable federal (OSHA), state and local laws and ordinances. All trenches exceeding 5-feet in depth, as measured from the ground surface at the highest side of the trench to the trench bottom, shall meet the requirements specified in the current OSHA Standards.

CONTRACTOR shall be fully responsible for providing sufficient and adequate bracing for excavations with respect to work under construction and to adjacent utility lines and private property. Where soil conditions within trench area require support, CONTRACTOR may elect to use tight sheeting, skeleton sheeting, stay bracing, trench jacks, movable trench shield, or other approved methods to support the trench during pipe installation operations such as bedding preparation, pipe laying, and backfilling of haunches and initial zone.

Whenever possible, trench support shall not extend below the pipe crown. Where trench support must extend below the crown, such support should either be left in place or consist of approved steel sheets which can be retracted with minimal disturbance. Remaining voids shall be treated with grout or granular embedment material.

When a movable trench shield is used, the trailing half of the shield should be notched to the height of the top of the pipe. This will allow the haunch area of the pipe to be compacted properly to the wall of the trench. Dragging of a trench shield at pipe grade may be done provided such practice does not disturb the bedding. Voids created by the shield shall be filled and compacted properly.

- 1.9 Trenching in Public Right-of-Way:** Except where otherwise specified, indicated on the Plans, or accepted in writing by the ENGINEER, the maximum length of open trench, where the construction is in

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any stage of completion, shall not exceed the length set forth below. The definition of “open trench” for the purposes of this description will include excavation, pipe laying, backfilling, and pavement replacement. The descriptions under the area designations are general in nature and may be amended in writing by the ENGINEER due to particular or peculiar field conditions.

BUSINESS DISTRICT AREAS –300 LINEAR FEET: Store front areas.

COMMERCIAL AREAS – 300 LINEAR FEET: Industrial, shopping centers, churches, schools, hotels, motels, markets, gas stations, government and private office buildings, hospitals, fire and police stations, and nursing homes.

RESIDENTIAL AREAS – ONE (1) BLOCK OR 300 LINEAR FEET, WHICHEVER IS THE LEAST: Single and multi-family residences, apartments, and condominiums.

UNDEVELOPED AREAS – 1,500 LINEAR FEET: Parks, golf courses, farms, undeveloped subdivided land.

Any excavated areas shall be considered as “open trench” until all pavement replacement has been made, or until all trenches outside of pavement replacement areas have been backfilled and compacted in accordance with these Contract Documents. Trenches across streets shall be completely backfilled with temporary or permanent pavement in place within 72 hours after pipe laying. An open trench shall not be permitted overnight, unless adequately barricaded and approved by the ENGINEER.

CONTRACTOR shall provide steel plates with adequate trench shoring and bracing, designed to support traffic loads where required to bridge across trenches at street and alley crossings, commercial driveways, and residential driveways where trench backfill and temporary patch have not been completed during regular working hours. Safe and convenient passage for pedestrians shall be provided. The ENGINEER may designate a passage to be provided at any point deemed necessary. Access to fire stations, fire hydrants, and hospitals shall be maintained at all times.

END OF SECTION

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SECTION 02331 – CRUSHED STONE BASE COURSE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Crushed Stone Base Course.

1.2 REFERENCES

- A. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- B. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- C. ASTM D3017 - Test Methods for Moisture Content of Soil & Soil-Aggregate Mixtures.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The Base Course shall have a minimum of 6 inch Crushed Stone Base: Conforming to Type A, Grade 3, Item 247 of the latest version of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify substrate has been inspected, gradients and elevations are correct, and are dry.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.
- C. To protect the underlying course and to insure proper drainage, the spreading of the base shall begin along the centerline of the pavement on, a crowned section, or on the high side of the pavement with a one-way slope.

3.3 AGGREGATE PLACEMENT

- A. Spread aggregate over prepared substrate to a total compacted thickness as indicated on the Drawings.
- B. The aggregate, as spread, shall be of uniform gradation with no segregation or pockets of fine or coarse materials. The aggregate shall not be spread more than 2,000 square yards or 500 linear feet in advance of the rolling.
- C. Place aggregate in maximum 8-inch loose layers and compact to 100% maximum dry density and a moisture content within plus or minus 2%, in accordance with ASTM D1557. If more than one layer is required, the construction procedure described herein shall apply similarly to each layer.

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- D. Level and contour surfaces to elevations and gradients indicated.
- E. Add small quantities of fine aggregate to coarse aggregate to assist compaction.
- F. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- G. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 FINISHING AND COMPACTING

- A. After spreading, the crushed aggregate shall be thoroughly compacted by rolling. The rolling shall progress gradually from the sides to the center of the lane under construction, or from one side toward previously placed material by lapping uniformly each preceding rear wheel track by one half the width of such track.
- B. Rolling shall continue until the rear wheels have rolled the entire area of the course. The rolling shall continue until the stone is thoroughly set, the interstices of the material reduced to a minimum, and until creeping of the stone ahead of the roller is no longer visible.
- C. The Crushed Stone Base Course shall be moisture conditioned and compacted to a minimum of 100 percent of maximum dry density as determined by ASTM D1557, unless otherwise indicated on drawings.
- D. The Crushed Stone Base Course for the full depth shall be within plus or minus 2 percent of optimum moisture content as determined by ASTM D1557.

3.5 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 16-foot straight edge when applied to the surface parallel with, and at right angles to, the centerline.
- B. Scheduled Compacted Thickness: Within 1/4 inch.

3.6 FIELD QUALITY CONTROL

- A. As per Section 02222 – Excavating, Backfilling and Compaction for Asphaltic Pavement and Pavement Replacement.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 02400—PIPE INSTALLATION

1.1 **General:** Pipe shall be laid true to lines and grades as indicated on the drawings. All pipe and fittings shall be inspected before laying in the trench. Clean all joint surfaces and soiled materials prior to connecting one another. As work progresses, maintain interior of pipes clean.

1.2 **Pipe Zone Embedment:** Unless otherwise specified or shown in the drawings, pipelines shall be embedded in either Class I, II, or III material defined in this Article and installed as here forth described. Contractor may use native or imported material for embedment provided material conforms to these Specifications.

Embedment materials shall be placed in lifts not exceeding 8-inches loose depth. Unless otherwise specified or directed in writing by the Engineer, all material in the embedment zone shall be homogeneous.

Bedding shall be placed to provide uniform and adequate longitudinal support under the pipe. Place the first lift of bedding material from the bottom of the trench to slightly above the bottom of the pipe grade. Unless otherwise shown in the drawings, bedding shall be a minimum of 4-inches in depth for pipe sizes 30-inches and smaller, and 6-inches for pipe sizes greater than 30-inches. Material shall be true to line and grade with bell holes of ample dimension to permit pipe to rest on the full length of the barrel and to permit joint make-up and coating application at joints. Consolidate and compact the bedding material as described in Article V and lay pipe to indicated grade.

Place a second lift, and if required, subsequent lifts, of embedment material to the springline of pipe. This process shall be defined as **Haunching**. Material shall be sliced under the haunches of the pipe, carefully filling all voids, and using care to prevent movement of the pipe.

Place **Initial Backfill** using a third lift from the springline of the pipe to the pipe crown, and a fourth lift from the pipe crown to a point 12-inches above the pipe.

1.3 **Groundwater Installation:** In areas where the pipe is installed below existing or future ground water levels, Class I material shall be used throughout the pipe zone and enclosed with a layer of approved geotechnical filter fabric. The fabric shall be placed carefully along the bottom of the trench and up the side of the trench a sufficient distance to lap over the top of the completed pipe installation. Fabric shall lap a minimum of 3-feet in the longitudinal at the end of one roll and beginning of the next, and lap 2-feet in the transverse at the top of pipe, except that for trench widths greater than 3-feet measured at the top of pipe, the top overlap shall be 3-feet. Follow manufacturer's recommendations for installation. Fabric shall be either Mirafit 140N, Dupont Tyvar 3401, or approved equal.

1.4 **Embedment Class Schedule:** Unless otherwise shown in the project drawings, the Utility Standard Embedment Class designations for the pipe material types listed in this Article shall be used to define each particular pipe's Embedment Condition allowed under these specifications. The detail drawings shall be examined for additional information or other special bedding requirements.

1.5 **Consolidation Methods in Embedment Zone:** Embedment backfill shall be compacted by equipment that is suitable for the type of soil encountered, and is capable of producing the degree of compaction specified. Where applicable, backfill materials shall be moisture conditioned to produce the required degree of compaction.

Hand or mechanical tamping shall be used to compact Class II or III material used in bedding, haunching, and initial backfill, except that the use of mechanical tampers or vibratory compactors directly over the pipe in the embedment area is prohibited. Caution in the use of mechanical compactors in the haunch and initial backfill to 12-inches above the pipe, shall be exercised to avoid damaging or misaligning the pipe.

Flooding or jetting shall not be used for compaction of embedment material.

1.6 **Compaction and Testing of Pipe Embedment Zone:** Class II material used in the embedment zone shall be compacted to a density of not less than 85% of Standard Proctor Density defined by ASTM D-698.

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Class III material used in the embedment zone shall be compacted to a density of not less than 90% of Standard Proctor Density defined by ASTM D-698.

Moisture content in Class II or III material shall not exceed 3% over the optimum to assure proper compaction.

Unless otherwise directed by the Engineer, one compaction test in the embedment zone for Class II or III material shall be taken at 200-foot intervals along the trench on either side of the pipe, or at any other intervals as may be judged by the Engineer to be warranted by questionable installation conditions. For pipe sizes 4-inches to 12-inches diameter, the first test shall be performed on the side level with the top of pipe. For sizes 15-inches and larger, the first test shall be at the springline of the pipe. For all sizes, the second test shall be made at the top of the embedment zone.

- 1.7 Density Control and Laboratory Testing:** Unless otherwise specified, reference to “maximum dry density” shall mean maximum density defined by ASTM D-1557 or D-698. Determination of density of backfill in-place shall be in accordance with the requirements of ASTM D-2922.

The Owner shall select and pay a soils testing laboratory and shall provide for initial density testing of in-place backfill; however, the Contractor shall pay for all additional density testing of backfills found not to be within the minimum requirements of the specifications.

Laboratory materials testing, including but not limited to determination of Atterberg Limits, Proctor Curves, Grain Size Analysis, as well as laboratory certification of manufactured materials, shall be at the Owner’s expense.

The Contractor shall notify the soils testing laboratory the Engineer and City Engineering Field Inspection Department 24 hours in advance to obtain soil density tests to fulfill the compaction requirements of the project.

END OF SECTION

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SECTION 02410 – PIPE ZONE AND FINAL BACKFILL MATERIALS

1.1 **Standards:** Embedment materials shall comply with applicable requirements of the following:

- ASTM D-75 Methods for Sampling Aggregates.
- ASTM D-448 Specification for Standard Sizes of Coarse Aggregate for Highway Construction.
- ASTM D-2321 Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe
- ASTM D-2487 Classification of Soils for Engineering Purposes.

1.2 **Definitions:** For the purpose of this specification, “pipe zone” shall define the area extending from the bottom of the trench to 12 inches above the top of the pipe and to the undisturbed trench walls on either side of the pipe.

“Embedment” shall be defined as those vertical stratas of backfill material in the pipe zone consisting of bedding, haunching, and initial backfill, as defined in ASTM D-2321.

1.3 **Submittals:** Submittals shall include certified test reports for embedment material. Certified test reports shall be from an independent laboratory. Test reports shall include sieve analysis and Atterberg limits.

1.4 **Pipe Zone Backfill:** Pipe zone embedment material shall be Class II material as follows:

CLASS II material shall be coarse sands and gravels per ASTM D-2487 with maximum particle size of 1-1/2 inches, including variously graded sands and gravels, containing less than 12 percent fines (material passing the #200 sieve) generally granular and noncohesive, either wet or dry. Soil Types GW, GP, SW and SP are included in this class.

Under no circumstances shall Class IV or V material, as defined in ASTM D-2487, be used for embedment of flexible pipe.

Materials shall be classified according to The Unified Soil Classification System as defined in ASTM D-2487 (Refer to Appendix Section B).

1.5 **Final Backfill:** Material for backfilling above the pipe zone shall be defined as follows:

1. **Native:** The most granular material excavated from the trench comprising the spoil bank may be used, provided it is devoid of rocks larger than three inches in greatest dimension, organic material, and other unsuitable material. If initially saturated during the excavation, the backfill shall be allowed to dry sufficiently, being manipulated if necessary, prior to placing back into trench, to achieve the specified compaction at plus or minus 2 percent of optimum moisture content.
2. **Select:** If material excavated from the trench is unsuitable as backfill material, or the required compaction is unattainable for the particular spoil backfill material, the Contractor shall, at his expense, import select material to be mixed with or used in place of the spoil material. Select material shall be designated as Class II as described in SECTION 02410 D.
3. **Soil Cement:** Where cement stabilized backfill is shown on the Drawings, or required by governing jurisdiction or utility, it shall consist of a mixture of soil or sand and two sacks of Portland cement per cubic yard. Soil shall be a sandy material, free from lumps, clods or organic material. If excavated material is not suitable, pit-run sand shall be used. Cement stabilized backfill shall be mixed in a concrete mixer or transit mixer.

1.6 **Source and Evaluation Testing:** Materials to be used for embedment and for backfill shall be obtained in accordance with a sampling plan and ASTM D-75. Testing of materials to certify conformance with specification requirements shall be performed by an independent testing laboratory contracted by the Owner.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 02420—FINAL BACKFILL

- 1.1 General:** As soon as practicable after laying and jointing of the pipe, the completion of embedment and the completion of structures, the trench shall be backfilled.

Take the necessary precautions to protect the pipe during backfilling operations.

Remove sheeting and shoring as backfilling operations progress. Incorporate methods so that a good bond is achieved between the backfill material and the undisturbed trench walls. It may be necessary to leave portions of sheeting or bracing in place where sheeting or trench protection is intact below the top of pipe and their removal would cause obvious damage to the bedding and haunching.

Caution in the use of mechanical compactors in the haunch and initial backfill to 12-inches above the pipe shall be exercised to avoid damaging or misaligning the pipe. Provide at least 3-feet of compacted cover over the top of the pipe before the trench is wheel-loaded, and 4-feet of cover before using pneumatic hammers during compaction. Contact between the pipe and compaction equipment shall be avoided at all times.

- 1.2 Consolidation Methods:** Backfill above the pipe zone to surface subgrade shall be with backfill material as indicated on the drawings and described in this Article E Section 02410 of these Specifications. Backfill above the pipe zone shall be compacted by mechanical means.

For mechanical compaction, place the backfill material above the pipe zone in lifts not exceeding 8-inches loose depth, moisten or aerate to obtain optimum moisture, and compact to the required density as described in Article D of this section.

The jetting method of water tamping will not be allowed.

- 1.3 Cement Stabilized Backfill:** Where necessary to improve native soils for backfill for trenches under roads, driveways, concrete slabs, and in the zone of excavation for structures shall be cement stabilized. Cement stabilized soil shall be placed around all adjusted manholes. The cement stabilization is to be used on limited areas only to aid in expediting the work, and it is not meant to be used to stabilize the entirety of the native soils to meet engineered fill requirements. The use of the cement stabilization shall be coordinated with the Engineer for approval prior to implementation. Contractor may elect to utilize 2-Sack Flowable Fill as per Section 02237 at no additional cost to the Owner.

The Contractor will not leave open or dirt trenches uncovered at the end of the working day. The Contractor has the option of using steel plates to cover the open or dirt trenches or to backfill the trenches with the required cement stabilized backfill soon after the Contractor has completed final backfill. The Contractor will then come back and cut the cement stabilized backfill to install services and replace cement stabilized backfill for service cuts then pave soon after cement stabilized backfill is complete.

- 1.4 Compaction and Testing Final Backfill:** Under existing or proposed paved streets, final backfill shall be compacted to the following Modified Proctor Densities per ASTM D-1557 (refer to standard drawing details) “Typical Trench Backfill Detail under Existing or Proposed Paved Streets”):

ZONE	SOIL CONDITION	% OF PROCTOR
Top of Pipe Embedment to 14 in. Below Finished Subgrade	Native Material As Specified	90%
Top of Finished Subgrade to 14 in. Below Top of Subgrade	Crushed Stone	95%

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For all backfill in the areas not in existing or proposed paved streets, density of not less than 85% ASTM D-1557 shall be obtained from top of pipe bedding to ground surface.

Compaction tests will be required on backfill under proposed or existing streets and easements, and shall generally be as follows, unless otherwise directed by the ENGINEER:

Tests at 8-inches below subgrade at 200-foot intervals and not less than 2 per street at this level.

One test for every 2-feet of vertical trench backfill between top of pipe bedding and 18-inches below subgrade, at 200-foot horizontal intervals and not less than 2 per street at each level.

Additional tests shall be taken by the Owner as deemed necessary.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 02500 – STORM/IRRIGATION SEWER PRECAST RCP

PART 1 – GENERAL

- 1.1 This section shall govern the materials and details of construction of concrete storm sewer pipelines to be used in this project. The Contractor shall furnish all materials, equipment, tools, labor and superintendence and all incidentals required for construction of these items as shown on the drawings and specified herein.

PART 2 – PRODUCTS

- 2.1 Schedule of Pipe: Approved pipe shall be used in the construction of all pipelines and connections. The only types of pipe, which shall be considered for use, are those listed in this section. All pipe of like sizes shall be of the same type and class. Acceptable types and classes of pipe which may be approved for the various items of work are shown on the following schedule:

Size and Use	Type	Pipe Class
Drainage: 24”, 30”, 36”	ASTM C76	VI*, Wall C

*If pipe cover is less than 24-inches from top of pipe to top of finished grade, then pipe shall be class V.

- 2.2 Pipe Materials:

- A. Reinforced Concrete Pipe: Except as modified herein, materials, manufacture and design of pipe shall conform to ASTM C-76 for Circular Pipe, ASTM C-506 for Arch Pipe, and ASTM C-507 for Elliptical Pipe. At the Deputy Director for Engineering or his/her designated representative’s option, ASTM C-655 may be utilized for the manufacture and design of either Circular, Arch or Elliptical Pipe. All pipes shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. The aggregate used shall be sized, graded proportioned and mixed in batch mixers with such proportions of cement and water as will produce a homogenous concrete mixture of such quality that the pipe will conform to the test and design requirements of these specifications. All pipe shall be manufactured with Type II cement. Transit mixed concrete will not be acceptable for use in precast concrete pipe. To ensure that an acceptable quality product is being produced, quality control testing will be accomplished by an independent testing laboratory as specified herein. The testing laboratory shall be selected by the Owner and paid by the Owner.

The performance of the rubber gasket joints shall be tested by means of hydrostatics pressure tests. The tests shall be performed, once for each 300 pieces of pipe manufactured, in accordance with ASTM Designation C-443 in both the straight position and deflected position. The two sections of pipe shall be subjected to an internal hydrostatic pressure of 10 psi for 10 minutes and checked for leakage. If the joint passes the straight alignment test, it shall then be placed in the deflected position and tested again as before.

The pipe manufacturer shall furnish all equipment, material and personnel required for performing the three-edge bearing test, for securing the pipe core and for performing the hydrostatic pressure tests. The breaking of concrete cores, the checking of steel placement, the absorption tests, the selection of specimens to be tested and the witnessing of all tests shall be done by an independent testing laboratory at no cost to the Contractor or pipe manufacturer. The pipe manufacturer shall assist the laboratory in securing samples for all tests required.

The shell thickness, the amount of circumferential reinforcement and the strength of the pipe shall conform to the specified Class as summarized in ASTM C-76 for Circular Pipe, C-506 for Arch Pipe, C-507 for Elliptical Pipe, or C-655 at the manufacturer’s option.

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The acceptability of the pipe shall be determined by the results of the three-edge-bearing test for the load to produce the 0.01 inch crack and if required by the Deputy Director for Engineering or his/her designated representative, the ultimate load; by the appropriate material tests on selected samples from the wall of the pipe; and by inspection of finished pipe to determine its conformance with the design prescribed in these specifications and its freedom from defects. Three-edge-bearing tests for both the 0.01-inch crack and the ultimate load shall be performed on one pipe for each 100 pipe, or fraction thereof, for each type, size and class. The methods of testing shall conform to ASTM Designations C-497.

As an alternative to the three-edge-bearing test, concrete pipe 60 inches in diameter and over may be accepted, at the option of the manufacturer, on the basis of material tests and inspection of the completed product. Acceptability of pipe on this basis shall be determined by the results of material tests as required in ASTM Designation: C-76; C-506 or C-507 or C-655 as applicable; by crushing tests on cores taken from the barrel of the completed and cured pipe; by absorption tests on samples from the wall of the pipe; and by inspection of the finished pipe including amount and placement of reinforcement, to determine its conformance with the design prescribed in these specifications and its freedom from defects. The pipe shall be cured by the Steam Curing Method or Water Curing Method or a combination of both as described in ASTM C-76, provided the required concrete compressive strength is attained. Pipe shall be manufactured without lift holes.

“The pipe joints shall be Bell and Spigot. Bell and Spigot type joints shall be manufactured and designed in conformance to ASTM C-361.”

“Steel requirements shall be in accordance with ASTM C-76, C-506, C-507 or C-655 as applicable. If elliptical reinforcement is used, pipe shall be marked “TOP” or “T” for proper orientation in the trench.”

The pipe manufacturer shall furnish and make available to the Deputy Director for Engineering or his/her designated representative the necessary apparatus to check that the pipe manufactured is within the tolerance allowed by these specifications. This apparatus shall consist of the necessary gauges and truing rings, approved by the Deputy Director for Engineering or his/her designated representative, required to check any dimension upon which an allowable tolerance is established.

The minimum laying length of each standard joint shall be 7-feet and 6-inches except for bends, radius pipe or special joints at structures. The maximum laying length of the joint of pipe immediately before and after a manhole structure shall be 4 feet.

Shop drawings of special pipe joints, such as bends or tapers for radius pipe at the inverted siphons, shall be submitted to the Deputy Director for Engineering or his/her designated representative for approval before the special pipe is manufactured.

The Deputy Director for Engineering or his/her designated representative shall at all times have free access to the manufacturer’s plant while production is in progress, and may at any time refuse to accept pipe made when the plant is failing to following the stipulations of ASTM Designation C-76, or of these specifications in regard to workmanship, or failing to comply to such things as strength, position of reinforcing steel, curing, absorption, allowable tolerances, etc. The Deputy Director for Engineering or his/her designated representative may reject the pipe if adequate means and methods are not provided to insure the manufacture of a product of uniform high quality.

B Rubber Gaskets: For storm sewer pipe.

“Gaskets for Bell and Spigot joints shall be of a solid circular cross section and shall be extruded or molded and cured in such a manner that any cross section will be dense, homogenous and free of porosity, blisters, pitting and other imperfections. The gasket shall conform to ASTM C-361.

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The gasket shall be “O” ring type, circular in cross section, or approved equal. The gasket shall be designed to fit into a notch or indentation in the spigot of the pipe.

The rubber gasket shall be an integral part of the joint design and all dimensions and variations of both the rubber gasket and the concrete surface shall not exceed the tolerances specified in A.S.T.M. C443 or herein when acting as a unit.

Concrete for inlet Type II shall be as specified in Section 03001. Concrete reinforcement for inlet Type I shall be as specified in Section 03001. Concrete finishing shall be as specified in Section 03001.

Steel castings shall conform to the requirements of the specifications for “Mild to Medium Strength Carbon Steel Castings for General Application”, ASTM Designation: A 27, Grade 70-36 shall be furnished unless otherwise specified.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 02510 – HOT MIX ASPHALTIC CONCRETE PAVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Asphaltic concrete paving, wearing binder or Base Course.
- B. Surface sealer.
- C. Aggregate base course.

1.2 RELATED SECTIONS

- A. Section 02235 – Granular Fill Material.
- B. Section 02331 – Crushed Stone Base Course.

1.3 PERFORMANCE REQUIREMENTS

- A. Paving: Designed for parking lot improvements.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with the latest Texas Department of Transportation (TXDOT) Standard Specifications for Construction of Highways, Streets and Bridges Manual and/or City of El Paso Standards.
- B. Mixing Plant: Conform to above TXDOT Standards.
- C. Obtain materials from same source throughout.

1.5 REGULATORY REQUIREMENTS

- A. Conform to applicable code for paving work on public property.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.
- B. Place bitumen mixture when temperature is not more than 15 F degrees below bitumen supplier's bill of lading and not more than maximum specified temperature.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Hot Mix Asphalt Concrete: In accordance with Item 340, Type C, of the TXDOT Standards.
- B. The HMAC surface course shall have a minimum thickness as shown on the Drawings and conform to the Marshall Stability and flow requirements in ASTM D-6927-15.
- C. Densification of the material shall be 100% of the maximum theoretical specific gravity of the mix (Rice).
- D. The mix design criteria shall be within the in-place air void requirements ranging between 3 and 5 percent.

DELTA PLANNED WATER LINE REPLACEMENT

- E. Aggregate for Wearing Course Mix: Item 340 of the above TXDOT Standard.
- F. Fine Aggregate: Item 340 of the above TXDOT Standard.
- G. Mineral Filler: In accordance with Item 340 of the above TXDOT Standard.
- H. Primer: CSS-1H or equal.
- I. Tack Coat: Emulsified asphalt.

2.2 ASPHALT PAVING MIX

- A. Use dry material to avoid foaming. Mix uniformly.
- B. In accordance with Item 340, Type C of the above TXDOT Standard.

2.3 SOURCE QUALITY CONTROL AND TESTS

- A. Provide mix design for asphalt.
- B. Submit proposed mix design of each class of mix for review prior to beginning of work.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify base conditions.
- B. Verify that compacted subgrade and sub-base is dry and ready to support paving and imposed loads.
- C. Verify gradients and elevations of base are correct.

3.2 SUB-BASE

- A. Section 02331 - Crushed Stone Base Course forms the base construction for work of this section.

3.3 PREPARATION – PRIMER

- A. Prior to placement of the asphaltic-concrete layer, the base course shall be cleaned and tack coat of diluted emulsified asphalt (TXDOT Standard) shall be applied at the rate of 0.15 gal. per square yard.
- B. Apply primer to contact surfaces of curbs, gutters, and site structures.
- C. Use clean sand to blot excess primer.

3.4 PLACING ASPHALT PAVEMENT - SINGLE COURSE

- A. Install Work in accordance with above TXDOT Standard.
- B. Place asphalt within 24 hours of applying primer.
- C. Asphalt pavement must be placed within 15 calendar days after all testing of water mains has been passed.
- D. Place to compacted thickness as indicted on the Drawings.

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- E. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- F. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.

3.5 TOLERANCES

- A. Flatness: Maximum variation of 1/4-inch measured with 10-foot straight edge.
- B. Scheduled Compacted Thickness: Within 1/4-inch.
- C. Variation from True Elevation: Within 1/2-inch.

3.6 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury for 7 days.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 02640 - POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS FOR WATERLINES

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and install and test polyvinyl chloride PVC pressure pipe and fittings, complete as shown on the Drawings and as specified herein.
- B. Pipe or piping refers to all pipe, fittings, material, and appurtenances required to construct PVC waterlines complete, in place.

1.2 RELATED WORK

- A. Granular Fill Material is included in Section 02235.
- B. Trench Excavation and Preparation included in Section 2300
- C. Pipe Zone and Final Backfill Materials included in Section 2410.
- D. Final Backfill included in Section 2420.

1.3 SUBMITTALS

- A. No later than 15 days after the Effective Date of the Agreement, submit the name of the pipe and fitting manufacturers and a list of materials to be furnished by each manufacturer. Also, include information on local representative for each manufacturer, if product is sold through a distributor.
- B. Shop drawings including piping layouts and schedules shall include dimensioning, fittings, types and locations of valves and appurtenances, joint details, restraint joints/fittings, gasket material, grade of material, and all other pertinent technical information for all items to be furnished.
- C. Prior to shipment of pipe, certified test reports that the pipe for this Contract was manufactured and tested in accordance with the ASTM and AWWA Standards specified herein shall be submitted.

1.4 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM D1784 Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
 - 2. ASTM F477 Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
 - 3. ASTM D3139 Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
- B. American Water Works Association (AWWA)
 - 1. AWWA C110 Ductile-Iron and Gray-Iron Fittings, 3-inches through 48-inches for Water and Other Liquids.
 - 2. AWWA C111 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

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3. AWWA C605 Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.
 4. AWWA C900 Polyvinyl Chloride (PVC) Water Transmission Pipe, Nominal Diameters 4 in. through 36 in, for water distribution.
- C. National Sanitation Foundation (NSF)
1. Standard No. 14 - Plastic Piping Components and Related Materials.
- D. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.5 QUALITY ASSURANCE

- A. All PVC pipe and fittings shall be from a single manufacturer. The supplier shall be responsible for the provisions of all test requirements specified in AWWA C900 and NSF Standard, as applicable. In addition, all PVC pipe to be installed under this Contract may be inspected at the plant for compliance with the requirements specified herein by an independent testing laboratory. The Contractor shall require the manufacturer's cooperation in these inspections.
- B. Inspections of the pipe may also be made by the Engineer or other representatives of the Owner after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the Specification requirements, even though pipe may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall be removed from the job at once.
- C. All C900 polyvinyl chloride pipe (PVC) and fittings shall be from a single manufacturer. Each length of PVC pipe supplied for the project shall be hydrostatically tested at the point of manufacturer to four times its rating class for 5 seconds duration in accordance with AWWA C900. Testing may be performed prior to machining bell and spigot. Failure of polyvinyl chloride (PVC) pipe shall be defined as any rupture or bulging of the pipe wall. Certified test results shall be furnished in triplicate to the Engineer prior to time of shipment.

1.6 SYSTEM DESCRIPTION

- A. The equipment and materials specified herein are intended to be of standard types suitable for use in transporting potable water.
- B. Note information given on the drawings and in this section, especially concerning pressure, minimum thickness, etc. In case of a conflict, information given in the Specification shall govern.
- C. Contractor is responsible for compatibility between pipe materials, fittings and appurtenances.
- D. Unless otherwise noted, PVC pipe for the waterlines shall be designed for the following condition(s).
1. Class: AWWA C900, DR18

DELTA PLANNED WATER LINE REPLACEMENT

Pressure:

Operating: 150 psi and 200 psi
Testing: 225 psi and 300 psi

1.7 DELIVERY, STORAGE AND HANDLING

- A. All items shall be bundled or packaged in such a manner as to provide adequate protection of the ends during transportation to the site. Any pipe damaged in shipment shall be replaced as directed by the Engineer.
- B. PVC items deteriorate in sunlight and are slightly brittle, especially at lower temperatures, so care shall be taken in loading, transporting, and unloading items to prevent injury to the items. All items shall be examined before installation and no piece shall be installed which is found to be defective. Handling and installation of pipe and fittings shall be in accordance with the manufacturer's instructions, referenced standards, and as specified herein.
- C. Any pipe or fitting showing a crack or which has received a blow that may have caused an incident fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work.
- D. While stored, pipe shall be adequately supported from below at not more than 3-ft intervals to prevent deformation. The pipe shall be stored in stacks no higher than 2 rows.
- E. Pipe and fittings shall be stored in a manner, which will keep them at ambient outdoor temperatures and out of the sunlight. Temporary shading as required to meet this requirement shall be the responsibility of the Contractor. Covering of the pipe and fittings that allows direct or indirect sunlight will not be permitted.
- F. If any defective item is discovered after it has been installed, it shall be removed and replaced with an exact approved replacement item in a satisfactory manner by the Contractor, at the Contractor's own expense. All pipe and fittings shall be thoroughly cleaned before installation and the interior shall be kept clean until testing. At the end of the workday, the end of the last pipe installed shall be covered to avoid dust/solids from entering the pipe.
- G. In handling the items, use special devices and methods as required to achieve the results specified herein. No un-cushioned devices shall be used in handling the item.

PART 2 PRODUCTS

2.1 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

- A. PVC pressure pipe shall conform to the requirements of AWWA C900. Pipe shall be Class 235 and 305 as shown on plans. The pipe shall be PVC 1120 made from PVC compounds Class 12454-A or Class 12454-B as defined in ASTM D1784. Each pipe length shall be marked with the manufacturer's name or trademark, size, material code, pressure class, AWWA designation number and seal of test agency that verified pipe material for potable-water service.
- B. PVC manufacturer shall include two indicator lines on their gasketed pipe product line. One reference mark shall mark the spigot and shall be the homing mark that the Contractor shall follow to perform correct installation of the pipe according to the pipe manufacturer's installation guide. The second mark line will be to measure how far the pipe has been over-inserted in the case of faulty installation. This additional indicator line shall be colored red in order to distinguish it from the homing reference mark

DELTA PLANNED WATER LINE REPLACEMENT

and to avoid confusion during construction. A “pipe stop” to prevent the over homing of the spigot into the bell will be acceptable in lieu of the second mark. Pipe stops shall be the size and dimensions as shown on the plans. The pipe stop shall be placed over the home line with the face of the pipe stop aligned with the middle of the home line. The pipe stop shall be tightened such that while inserting the spigot into the bell, the pipe does not slide through the pipe stop. Contractor to insert the pipe until the face of the pipe stop meets up with the face of the bell. Pipe stop shall be model 1300 as manufactured by Ford Meter Box Company or approved equal.

- C. PVC pipe shall have bell and spigot push-on joints. The bell shall consist of an integral wall section with a solid cross-section elastomeric gasket securely locked in place to prevent displacement during assembly. Installation of elastomeric gasketed joints and performance of the joint shall conform to ASTM F477 and ASTM D3139.
- D. All fittings shall be cast or ductile iron conforming to AWWA C110 for mechanical joints. All adaptors, fittings and transition gaskets necessary to connect cast or ductile iron fittings to PVC shall be furnished.
- E. Mechanically restrained joints shall be used at all changes in direction. The Contractor shall submit adequate calculations substantiating their effectiveness to withstand the anticipated test pressure.

PART 3 EXECUTION

3.1 INSTALLATION OF PVC PIPE AND FITTINGS

- A. No single piece of pipe shall be laid unless it is straight. The centerline of the pipe shall not deviate from a straight line drawn between the centers of the openings at the ends of the pipe by more than $\frac{1}{16}$ -in per foot of length. If a piece of pipe fails to meet this requirement check for straightness, it shall be rejected and removed from the site. Laying instructions of the manufacturer shall be explicitly followed.
- B. If any defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound approved pipe in a satisfactory manner at no additional cost to the Owner. All pipe and fittings shall be thoroughly cleaned before installation, shall be kept clean until they are used in the work and when laid, shall conform to the lines and grades required. PVC pipe and fittings shall be installed in accordance with requirements of the manufacturer, AWWA C605 or as otherwise provided herein.
- C. As soon as the excavation is complete to normal grade of the bottom of the trench, screened gravel bedding shall be placed, compacted and graded to provide firm, uniform and continuous support for the pipe. Bell holes shall be excavated so that only the barrel of the pipe bears upon the bedding. The pipe shall be laid accurately to the lines and grades indicated on the drawings. Blocking under the pipe will not be permitted. Screened gravel shall be placed evenly on each side of the pipe to mid-diameter and hand tools shall be used to force the screened gravel under the haunches of the pipe and into the bell holes to give firm continuous support for the pipe. Screened gravel shall then be placed to 12-in above the top of the pipe. The initial 3-ft of backfill above the screened gravel backfill shall be placed in 1-ft layers and carefully compacted. Generally the compaction shall be done evenly on each side of the pipe and compaction equipment shall not be operated directly over the pipe until sufficient backfill has been placed to ensure that such compaction equipment will not have a damaging effect on the pipe. Equipment used in compacting the initial 3-ft of backfill shall be approved by the pipe manufacturer's representative prior to use.
- D. All pipe shall be sound and clean before installation. Good alignment shall be preserved during installation. The deflection at joints shall not exceed that recommended by manufacturer. Fittings, in addition to those shown on the plans, shall be provided, if required, in crossing utilities, which may be encountered upon opening the trench.

DELTA PLANNED WATER LINE REPLACEMENT

- E. When cutting pipe is required, the cutting shall be done by machine, leaving a smooth cut at right angles to the axis of the pipe. Cut ends of pipe to be used with a bell shall be beveled to conform to the manufactured spigot end.
- F. The Engineer may examine each bell and spigot end to determine whether any preformed joint has been damaged prior to installation. Any pipe having defective joint surfaces shall be rejected, marked as such, and immediately removed from the job site.
- G. Each length of the pipe shall have the assembly mark aligned with the pipe previously laid and held securely until enough backfill has been placed to hold the pipe in place. Joints shall not be "pulled" or "cramped".
- H. Before any joint is made, the pipe shall be checked to assure that a close joint with the next adjoining pipe has been maintained and that the inverts are matched and conform to the required grade. The pipe shall not be driven down to grade by striking it.
- I. Precautions shall be taken to prevent flotation of the pipe in the trench.
- J. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the screened gravel backfill. Trench boxes, moveable sheeting, shoring or plates shall not be allowed to extend below the top of the pipe. As trench boxes, moveable sheeting, shoring or plates are moved, screened gravel shall be placed to fill any voids created and the screened gravel and backfill shall be re-compacted to provide uniform side support for the pipe.
- L. Restrained joints shall be employed as specified herein.

3.2 JOINTING PVC PIPE (Push-on type)

- A. Joints shall be made in strict accordance with the manufacturer's instructions. Pipe shall be laid with bell ends looking ahead. A rubber gasket shall be inserted in the groove of the bell end of the pipe and the joint surfaces cleaned and lubricated. The plain end of the pipe to be entered shall then be inserted in alignment with the bell of the pipe to which it is to be joined and pushed home with a come-along or by other means. Check that the reference mark on the spigot end is flush with the end of the bell.

3.3 TESTING (PRESSURE PIPELINE)

- A. Testing of waterlines shall be as per section 15030 of these specifications.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 02650 - DUCTILE IRON PIPE AND FITTINGS FOR POTABLE WATER

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, tools, superintendence and incidentals required to install, test, clean and disinfect ductile iron pipe and fittings, shown on the drawings and as specified herein.
- B. Piping shall be located substantially as shown on the drawings. The Engineer reserves the right to make such modifications as may be found desirable to avoid interference between pipes or for other reasons. Pipe fitting notation is for the Contractor's convenience and does not relieve him/her from installing and jointing different or additional items where required to achieve a complete piping system.
- C. Vertical bends shown on the plans may be modified or eliminated by "rolling" the pipe to accomplish the intended profile. Rolling the pipelines will not eliminate the requirement for joint restraint if so noted on the plans or required for adequate installation for vertical adjustments.
- D. Where the word "pipe" is used it shall refer to pipe, fittings and appurtenances unless noted otherwise.

1.02 RELATED WORK

- A. Trench Excavation and Preparation is included in Section 02300.
- B. Fill Material is included in Section 02235.
- C. Valves and Appurtenances are included in Division 15.

1.03 SUBMITTALS

- A. Shop drawings, product data and all specified calculations shall be submitted in accordance with Section 01300 and this Specification.
- B. Submit copies of design calculations in accordance with this Section.
- C. Submit a tabulated laying schedule which references stations and invert elevations as shown on the drawings as well as all fittings, bends, outlets, valves of all types, restrained joints, tees, special deflection bells, adapters, solid sleeves, and specials, along with the manufacturer's drawings and specifications indicating complete details of all items. The laying schedule shall show pipe class, class coding, station limits, and method of joint restraint. The above shall be submitted to the Engineer for approval before manufacture and shipment. The location of all pipes shall conform to the locations indicated on the drawings. Pipe shall not be supplied from inventory, but shall be manufactured for this contract.
- D. Submit anticipated production and delivery schedule.
- E. Prior to shipment of pipe, submit a certified affidavit of compliance from the manufacturer stating that the pipe, fittings, gaskets, interior linings, and exterior coatings for this project have been manufactured and tested in accordance with ANSI/AWWA and ASTM Standards and requirements specified herein.
- F. Submit calculations, prepared by the manufacturer, for all required lengths of joint restraint in general conforming to the locations shown on the drawings. Approval by the Engineer is required prior to the manufacture and shipment of the pipe.
- G. Submit detailed methods of bonding the pipe for cathodic protection.

DELTA PLANNED WATER LINE REPLACEMENT

- C. All pipe and fittings to be installed under this Contract may be inspected at the plant for compliance with these Specifications by an independent testing laboratory selected by the Owner at the Owner's expense. The Contractor shall reimburse the Owner for excessive inspection costs, which are defined as the costs of inspection of that amount of pipe, which exceeds 125 percent of the aggregate length of pipe under this Section.
- D. Inspection of the pipe and fittings will also be made by the Engineer or representative of the Owner after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the Specification requirements, even though sample pipes may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall be removed from the job.
- E. All pipe and fittings shall be permanently marked with the following information:
 - 1. Manufacturer, date.
 - 2. Size, type, class, and wall thickness.
 - 3. Standard of production (ANSI/AWWA, ASTM, etc.).

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Care shall be taken in loading, transporting, and unloading to prevent injury to the pipe, its lining and coating. Under no circumstances shall the pipe be dropped or skidded against each other. Slings, hooks, or pipe tongs shall be used in pipe handling.
- B. Materials, if stored, shall be kept safe from damage. The interior of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times.
- C. Pipe shall not be stacked higher than the limits recommended by its manufacturer. The bottom tier shall be kept off the ground on timbers, rails, or concrete. Stacking shall conform to manufacturer's recommendations.
- D. Gaskets for mechanical and push-on joints to be stored shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Pipe
 - 1. All ductile iron pipe (DIP) shall conform to AWWA C151. Pipe shall be supplied in standard nominal lengths of 18 or 20 feet.
 - 2. Thickness design shall be in accordance with AWWA C150. Ductile iron pipe installed within casing pipe shall be a minimum of thickness class 51, and all joints shall be restrained.
 - 3. Ductile iron pipe shall be a minimum of pressure class 350 with nominal thickness as follows: 6" I.D.=0.25, 12" I.D.=0.28", 16" I.D.=0.34", 24" I.D.=0.43".
 - 4. Ductile iron pipe shall be as manufactured by U.S. Pipe and Foundry Company, Inc., American Cast Iron Pipe Company, or approved equal.

DELTA PLANNED WATER LINE REPLACEMENT

5. All DIP and fittings shall have a bituminous outside coating in accordance with AWWA C110 and AWWA C151. All pipe and fittings for potable water service shall be cement mortar lined and seal coated in accordance with AWWA C104. Cement mortar lining shall be double the standard thickness. The cement shall be type II or IIA per ASTM C150.
6. All DIP shall be poly-wrapped for protection. The V-Bio Enhanced Polywrap Encasement Film shall be applied in accordance with AWWA C-105/A21.5, ASTM A674, and ISO 8180 and shall be per EPWater standard.

B. Joints

1. Joint Type:

- a. Liquid services in buried locations shall be mechanical or push-on joint.
- b. Liquid service in locations other than buried shall be flanged, grooved end joint, or restraint mechanical coupling.
- c. As shown on Drawings or as specified in system Specification if different than specified above for services and locations.

2. Mechanical and Push-on Joints:

- a. AWWA C111.
- b. Gasket material:
- c. Suitable for service and maximum operating temperature of piping system as specified in piping system specification section.
- d. Selected by pipe manufacturer.

3. Restrained Joints:

- a. Manufacturers:
 - 1) American Cast Iron Pipe Company, Flex-Ring, and Lok-Ring.
 - 2) U.S. Pipe and Foundry Company, TR-Flex.
- b. Provide restrained joints for buried piping systems specifically identified to have restrained joints and for buried piping systems where use of concrete thrust blocks is not practical.
- c. Mechanical locking type to provide positive restraint from joint separation without use of restraining rods, straps, clamps, or setscrew retainer glands.
- d. Minimum pressure rating: 250 psi.

4. Flanged Joints:

- a. Flanged pipe for liquid service shall be in accordance with AWWA C115.
- b. Flanged pipe for gas service shall be in accordance with AWWA C115 and ANSI A21.52. In addition to pipe marking specified in AWWA C115 and ANSI A21.52.
- c. Fabrication of flanged pipe, including assembly of flange on pipe shall be performed by pipe manufacturer in accordance with AWWA C115. Assembly of flange on pipe outside of manufacturer's shop is unacceptable.
- d. Flange material for flanged pipe shall be ductile iron. Flanged pipe with gray iron flanges is not acceptable.

DELTA PLANNED WATER LINE REPLACEMENT

- e. Gasket material shall be suitable for service and maximum operating temperature of piping system as specified in piping system specification section. Torque requirement of gaskets shall be less than torque rating of flange, bolt, and nuts.
 - f. Gaskets shall be ring or full face, 1/8 in. thick, and conform to dimensions shown in Appendices to AWWA C110 and AWWA C115.
 - g. Bolts:
 - 1) Size, length, and number as shown in AWWA C110 and AWWA C115.
 - 2) Material: Carbon steel, ASTM A307, Grade B.
 - 3) Dimensions: ANSI B18.2.1, heavy hex.
 - h. Nuts:
 - 1) Size, length, and number as shown in AWWA C110 and AWWA C115.
 - 2) Material: Carbon steel, ASTM A307, Grade B.
 - 3) Dimensions: ANSI B18.2.2, heavy hex.
5. Grooved Joints:
- a. AWWA C606.
 - b. Rigid joint. Pipe ends radius cut grooved to rigid groove specifications.
 - c. Grooved couplings shall be Victaulic Style 31, or equal.
 - d. Grooved joint adapter flanges shall be Victaulic Styles 341 or 342, or equal.
 - e. Gasket material:
 - 1). Suitable for service and maximum operating temperature of piping system as specified in piping system specification section.
 - 2). Selected by grooved coupling manufacturer.
 - 3). Coatings for grooved couplings and adapter flanges shall be same product as coatings for pipe.

C. FITTINGS

- 1. Pressure rating shall be 250 psi, minimum.
- 2. Standard fittings for liquid and air service:
 - a. Mechanical and push-on joint fittings:
 - 1). Ductile iron.
 - 2). AWWA C110 or AWWA C153.
- 3. Flanged joint fittings:
 - a. Ductile iron.
 - b. AWWA C110.
 - c. Flange dimensions in accordance with AWWA C115.
- 4. Grooved joint fittings:
 - a. Ductile iron.
 - b. AWWA C110 except end preparation and wall thickness.
 - c. End preparation in accordance with AWWA C606, rigid radius groove.
 - d. Minimum wall thickness in accordance with AWWA C153.

DELTA PLANNED WATER LINE REPLACEMENT

5. Special fittings for liquid service, not included in AWWA standards, shall be manufacturer's standard, based on AWWA design principles, and in compliance with applicable requirements of AWWA standards.
6. Miscellaneous Fittings:
 - a. Provide miscellaneous fittings, such as cutting in sleeves, tapping sleeves, caps, plugs, and other fittings, as required for complete system.
 - b. Manufacturer of miscellaneous fittings shall be same manufacturer as pipe.
 - c. Miscellaneous fittings shall be suitable for service.

D. OUTSIDE COATING

1. Provide buried piping with asphaltic coating in accordance with applicable AWWA and ANSI standards.
2. Surface preparation, priming, and finish coating of non-buried piping shall be compatible and in accordance with Section 09961 as follows:
 - a. Interior piping: System 3-C.
 - b. Exterior piping: System 4-C.
 - c. Submerged piping in non-potable liquid: System 6-C.
 - d. Submerged piping in potable water: System 21-C.
3. Finish color for interior and exterior piping shall be as specified in piping system Specification section.
4. Coating for piping embedded in concrete is not required.

E POLYWRAP ENCASEMENT

1. Provide V-Bio Enhanced Polywrap Encasement Film in accordance with AWWA C-105/A21.5.

F. DUCTILE IRON TAPPING SLEEVES

1. Manufacturers:
 - a. U.S. Pipe T-28 Dual Compression Seal Tapping Sleeve or approved equal.

PART 3 EXECUTION

3.01 GENERAL

- A. Care shall be taken in loading, transporting and unloading to prevent injury to the pipe, lining or coatings. Pipe or fittings shall not be dropped. All pipe or fittings shall be examined before laying and no piece shall be installed which is found to be defective. Any damage to the pipe linings or coatings shall be repaired as directed by the Engineer. Handling and laying of pipe and fittings shall be in accordance with the manufacturer's instruction and as specified herein.
- B. All buried metal surfaces, including nuts and bolts are to be field coated with Koppers Bitumastic No. 50 or approved equal, per manufacturers recommendations.

3.02 INSTALLING PIPE AND FITTINGS

DELTA PLANNED WATER LINE REPLACEMENT

- A. All pipe and fittings shall be thoroughly cleaned and dried before laying, shall be kept clean and dry until they are used in the work, and when laid, shall conform to the lines and grades required. Ductile iron pipe and fittings shall be installed in accordance with requirements of AWWA C600 except as otherwise provided herein. A firm, even bearing throughout the length of the pipe shall be constructed by tamping the bedding material at the sides of the pipe up to 1 foot over the top of the pipe. Blocking will not be permitted. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner by the Contractor, at his/her own expense.
- B. All pipe shall be sound and clean before laying. When laying is not in progress, including lunchtime, the open ends of the pipe shall be closed by watertight plugs or other approved means. Good alignment shall be preserved in laying. The deflection at joints shall not exceed that recommended by manufacturer. Fittings, in addition to those shown on the Drawings, shall be provided, if required, for crossing utilities, which may be encountered upon opening the trench. Solid sleeve closures shall be installed at locations approved by the Engineer.
- C. When cutting pipe is required, the cutting shall be done by machine, leaving a smooth cut at right angles to the axis of the pipe. Cut ends of pipe to be used with a bell shall be beveled to conform to the manufactured spigot end. Cement lining shall be undamaged. Field cut ends shall be sealed with Protecto 401 (or for potable water, approved epoxy) in accordance with manufacturer's instructions. Cutting of restrained joint pipe will not be allowed, unless approved at specific joints in conjunction with the use of restrainer glands by EBAA Iron or field adaptable restrained joints.
- D. The Contractor shall have on hand at the start of the job, the required bends for each portion of work for each size of pipe.
- E. All drain valves, outlets, control valves, fittings and other appurtenances required shall be set and jointed as indicated on the drawings in accordance with the manufacturer's instructions.

3.03 PUSH-ON JOINTS

- A. Push-on joints shall be made in accordance with the manufacturer's instructions. Pipe shall be laid with bell ends looking ahead. A rubber gasket shall be inserted in the groove of the bell end of the pipe, and the joint surfaces cleaned and lubricated. The plain end of the pipe to be laid shall then be aligned and inserted in the bell of the pipe to which it is to be joined and pushed home with a jack or come-along. After joining the pipe, a metal feeler shall be used to make certain that the rubber gasket is correctly located.

3.04 MECHANICAL JOINTS

- A. Mechanical joints shall be made in accordance with AWWA C600, AWWA C111 and the manufacturer's instructions. Thoroughly clean and lubricate the joint surfaces and rubber gasket with soapy water before assembly. Bolts shall be tightened to specified torques. Under no conditions shall extension wrenches or pipe over handle of ordinary ratchet wrench be used to secure greater leverage.
- B. Bolts in mechanical joints shall be tightened alternately and evenly.

3.05 CONNECTIONS TO STRUCTURES

- A. Wherever a pipe passes from concrete to earth horizontally, two flexible joints spaced 4-feet apart shall be installed, within 2-feet of the exterior face of the wall, whether or not shown on the drawings.
- B. Wall pipes shall have a thrust collar located at mid-depth of wall.
- C. Piping underneath structures shall be concrete encased.

DELTA PLANNED WATER LINE REPLACEMENT

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 02675 – DISINFECTION AND TESTING OF WATER LINES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Scope of Work.
- B. References.
- C. Submittals.
- D. Scheduling.
- E. Quality Assurance.
- F. Equipment.
- G. Performance Requirements.

1.2 SCOPE OF WORK

- A. After completion of all pipe line section, the following procedure will be used to clean, sterilize and pressure test the pipeline. The pipeline shall be filled and flushed until all evidence of dirt or debris has been washed from the pipeline. The line shall then be refilled if necessary, introducing the chlorinating material. Each valved section shall then be brought up to test pressure and the leakage test performed. After all sections have been accepted, all valves shall be cleaned and the line left full of sterilizing water.
- B. All domestic water lines installed in this Contract, including waterlines, which are installed between or connected to existing water lines, shall be tested in accordance with LVWD requirements.
- C. Work shall include furnishing all pumps, meters, gauges, and other appurtenances, including taps to expel air, required for conducting tests. The Contractor shall furnish equipment, piping and appurtenances required to transport water used in testing from source to test location.
- D. The Contractor shall provide adequate labor, tools and equipment to operate valves and to locate and repair any leaks discovered during the initial filling of a piping system and during testing.

1.3 REFERENCES

- A. American Water Works Association (AWWA).
 - AWWA B-300 Standard for Hypochlorites
 - AWWA B-301 Standard for Liquid Chlorine
 - AWWA C-651 Standard for Disinfecting Water Mains
- B. Texas Commission on Environmental Quality (TCEQ) - Rules and Regulations for Public Water Systems.

1.4 SUBMITTALS

- A. Test Reports Shall Include:
 - 1. Date of test.
 - 2. Identification of piping tested.
 - 3. Test fluid.

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4. Test pressure.
5. Remarks, to include such items as:
 - a. Leaks (type, location).
 - b. Repairs made on leaks.
6. Contractor's signature certifying the results.

- B. Submit under provisions of Section 01300.

1.5 SCHEDULING

- A. Time and sequence of testing shall be scheduled by the Contractor, subject to review and approval by the Engineer, County of El Paso and Owner. Submit testing plan to Engineer at least 10 days before starting testing operations.
- B. Notify Engineer 24 hours in advance of testing.

1.6 QUALITY ASSURANCE

- A. Conduct tests on buried piping that is to be hydrostatically tested after the trench has been completely backfilled. The Contractor may, if field conditions permit and if approved by the Engineer, partially backfill the trench and leave the joints open for inspection and conduct an initial service leak test. The acceptance test shall not, however, be conducted until all backfilling has been completed.
- B. Conduct testing on exposed piping after the piping has been completely installed, including all supports, hangers, and anchors, but prior to insulation.
- C. Testing of pipe with concrete thrust blocking shall not be performed until the concrete has cured at least five days.
- D. If any pipe fails to meet the specified pressure/leakage requirements the piping shall be repaired at the expense of the Contractor, including retesting.
- E. No pipe installation will be accepted until all known leaks have been repaired whether or not leakage is within allowable limits. Locating and repairing of leaks shall be performed by the Contractor at no additional cost to the Owner.
- F. The Contractor shall certify that all required tests have been successfully completed before the piping is accepted.
- G. All pressure and leakage tests shall be observed by the Engineer's Representative.

PART 2 PRODUCTS

2.1 EQUIPMENT

- A. Portable Pressure Pump System: Including pump, motor, 2 isolation valves, quick connect/disconnect fittings at pump intake and discharge and 250 pound per square inch (psi) oil damped pressure gage (reading in 5 psi increments) mounted downstream of discharge side isolation valve.
- B. Supply water tank with meter or gauge to measure water quantities used during test.

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- C. Water required for filling, flushing and testing the line will be furnished at the Contractor's expense, at such points along the pipe line as water is available from the existing distribution or supply systems. Wasting of water will not be condoned and such actions may require the Owner to make appropriate charges for such water.
- D. The Contractor shall make provisions to provide the water, by tank truck or other means, to the points necessary to produce specified test pressure.
- E. The Contractor shall use either liquid chlorine conforming to AWWA B-301 or hypochlorite conforming to AWWA B-300.

PART 3 EXECUTION

3.1 GENERAL

- A. After completion of all pipe line section, the following procedure will be used to clean, sterilize and pressure test the pipeline. The pipeline shall be filled and flushed until all evidence of dirt or debris has been washed from the pipeline. The line shall then be refilled if necessary, introducing the chlorinating material. Each valve section shall then be brought up to test pressure and the leakage test performed. After all sections have been accepted, all valves shall be cleaned and the line left full of sterilizing water.

Water for disinfection and testing of water mains will be provided at the CONTRACTOR's expense, as described in "Water for Construction".

- B. Quality Assurance. The CONTRACTOR shall take special care to keep the interior of the pipe clean during storing, handling, and laying operations in order to reduce the need for flushing to an absolute minimum. In addition, all open ends shall be tightly covered whenever unattended to prevent small animals and dirt from entering the pipeline after it is in place. Testing firm shall be a company specializing in testing and examining potable water systems and be approved by the State of Texas. Submit bacteriologist's signature and authority associated with testing
- C. Sterilization/Disinfection. Before acceptance for operation, each unit of completed water system shall be sterilized as specified below or as prescribed by Chapter 290 of TCEQ Rules and Regulations for Public Water Systems and AWWA Standard C-651. New mains shall be thoroughly disinfected and then flushed and sampled before being placed in service. As per AWWA C-651, two consecutive sets of acceptable samples, taken at least 24 hours apart, shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure. Sampling shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required. The unit to be sterilized shall be thoroughly flushed with water until all entrained dirt and mud have been removed before introducing the chlorinating material. The CONTRACTOR shall provide all chlorination material for sterilization at his cost. The chlorinating material shall provide a dosage of not less than 50 parts per million and shall be introduced into the water line in an approved manner. The treated water shall be retained in the pipe long enough to destroy all nonspore-forming bacteria. Except where a shorter period is approved, the retention time shall be at least 25 hours and shall produce no less than 10 ppm of chlorine at the extreme end of the line at the end of the retention period. Chlorine solution with a higher residual may remain in the line, without flushing, if approved by the Engineer. All valves on the lines being sterilized shall be opened and closed several times during the contact period.

Procedure. During installation, the interior of all pipe, fittings and other accessories shall be kept as free as possible from dirt and foreign matter at all times. If, in the opinion of the Owner or Engineer, the pipe contains dirt or foreign matter that could not be removed during the flushing operation, the interior of the pipe shall be cleaned and swabbed with a bactericidal solution. When pipe laying is not in progress, the open ends of pipe shall be sealed with watertight plugs. If water has accumulated in the trench, the seal shall remain in place until the trench water has been removed to such an extent that it will not enter the pipe.

DELTA PLANNED WATER LINE REPLACEMENT

After the completion of hydrostatic pressure tests and prior to disinfection, the pipeline shall be flushed, as thoroughly as possible with the water pressure and outlets available. If feasible, flushing rate should develop a velocity in the pipeline of at least 2.5 fps. The minimum quantity of water used for flushing shall be in excess of the storage capacity of the pipeline, to ensure that clean water has traversed the entire length of the line.

After flushing has been completed to the point that all apparent dirt and foreign matter have been removed from the pipeline, calcium hypochlorite solution shall be injected into the pipeline as provided in AWWA Standard C-651.

Following chlorination, all treated water shall be flushed from the newly laid pipeline at its extremities until the replacement water throughout its length is proved by test to be: a) comparable in quality to the potable water served from the existing water supply system, or b) as approved by the public health authority having jurisdiction. Should the initial treatment fail to achieve the satisfactory quality described above, the original chlorination procedure shall be repeated until satisfactory results are obtained.

Contractor shall not discharge water used for disinfection purposes to any waterway or water course known to support fish or wildlife, if the water contains more than 4 ppm of chlorine. Dechlorination by methods acceptable to the Owner and Engineer must be used if Contractor proposes discharge to waterways or water courses known to support fish or wildlife. Discharge to holding ponds so that evaporation or infiltration will occur, or use in obtaining optimum moisture content in trench backfill or embankments, or other approved discharge methods may be used in lieu of dechlorination.

Bacteriological report shall include, at minimum, the following information:

1. Date issued, project name, and testing laboratory name, address, and telephone number.
 2. Time and date of water sample collection.
 3. Name of person collecting samples.
 4. Test locations.
 5. Initial and 24-hour disinfectant residuals in ppm for each outlet tested.
 6. Coliform bacteria test results for each outlet tested.
- D. Hydrostatic Pressure and Leakage Testing. All valves and hydrants shall be checked for proper operation and pressure the pipe system shall be subjected to a hydrostatic pressure and leakage test. After completion of each valved section and following the filling and disinfection of the section, the system shall be subjected to this test. The meter, pressure gauges, pump, small piping and hose connections, and all labor necessary for conducting the test, shall be furnished by the CONTRACTOR.

After the section of pipeline has been filled, water shall be pumped into the section and the pressure raised to 150 psi. This test pressure shall be maintained for a period of at least two (2) hours. The water required to maintain this pressure shall be delivered into the pipe through the meter. The amount of water through the meter during the two-hour test period will be the total leakage. Should this leakage exceed the allowable amount, as specified herein, the CONTRACTOR shall make such repairs as may be required until the actual leakage, as determined by succeeding tests, is no greater than the allowable as determined by TCEQ Rules and Regulations for Public Water Systems Section §290.44(a)(5) or by the following formula, whichever is more stringent:

$$L = S \times D \times (P^{1/2}) / 133,200$$

DELTA PLANNED WATER LINE REPLACEMENT

- L = 0 in above ground systems and otherwise
- L = Allowable Leakage in gallons/hour
- S = Length of pipe tested in feet
- D = Nominal diameter of pipe in inches
- P = Average test pressure during the test, in pounds per square inch, gage; determined by computing the weighted average of actual pressures on various portions of the section.

After all sections of the pipeline have been tested, as described above, all valves shall be closed and the line left filled with the water to be used for disinfection and testing. Under no circumstances will the Contractor be allowed to open/close existing valves on the existing potable water system.

PART 4 MEASUREMENT AND PAYMENT

- 4.1 No separate measurement or payment shall be made for this work item, but it shall be included in the unit price bid for the pipeline work as noted in the proposal.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 03000—CONCRETE

- 1.1 **Scope:** The Contractor shall furnish all materials, equipment, labor superintendence and incidentals necessary to mix and place concrete, consisting of Portland cement, fine aggregate, coarse aggregate, admixtures, and water in the proper proportions as specified herein.
- 1.2 **Quality Assurance:** Concrete shall be proportioned to give the necessary workability and strength shall conform to the following requirements.

Class	Minimum 28-DAY Compressive Strength	Minimum Cement Bags/Cubic Yard	Maximum Size of Coarse Aggregate	Maximum Water Gallons per Bag	Slump (inches)
A	3,000 psi	5.5	1-1/2"	5.5	4-6
C	2,500 psi	4.0	1-1/2"	7.0	3-5

Unless otherwise specified, Class A shall be used for reinforced concrete structures.

Class C shall be used for curb, gutter, and sidewalk replacement, sewer manhole bases, sewer pipe encasement, and concrete thrust block for fittings and valves.

- 1.3 **Submittals:** Submit certified test reports regarding concrete mix design and reinforcing steel as may be required by the Contract Documents or the Utility Engineer. Submit in a timely manner so as not to delay the project. Allow sufficient time for Engineer's review and resubmission, if necessary.
- 1.4 **Standard:** Concrete and related products shall comply with applicable requirements of the following:
- ASTM C-33 Specification for Concrete Aggregates
 - ASTM C-150 Specification for Portland Cement
 - ASTM C-260 Specification for Air-Entraining Admixtures for Concrete
 - ASTM C-494 Specification for Chemical Admixtures for Concrete
- 1.5 **Materials:** Portland Cement: Shall conform to ASTM C-150 for the appropriate required Type.

1. **Aggregates:** Shall conform to ASTM C-33. Fine aggregate shall consist of natural, washed and screened sand having clean, hard, strong, durable, uncoated grains complying with ASTM C-33. Coarse aggregates shall comply with ASTM C-33 Size 467, or Size 57, or Size 67. Local aggregates of proven durability may be used when acceptable to the Engineer.
2. **Air-Entraining Admixtures:** Shall be used for concrete of 3,000 psi or greater and shall comply with ASTM C-260. The total average air content shall be in accordance with ACI 211.1.
3. **Water Reducing Admixture:** Shall be used when required by job conditions and shall comply with ASTM C494. Use only admixtures which have been tested and accepted in mix designs, unless otherwise acceptable. Shall be used according to manufacturer's recommendations.
4. **Set Retarding Admixtures:** Shall comply with ASTM C-494 and be used with approval of the Engineer. Shall be used according to manufacturer's recommendations.
5. **Water:** Shall be clean and free from impurities. Drink and ordinary household water is acceptable.

- 1.6 **Manufactured Products:** The forms shall be of wood or metal and shall be of sufficient strength to support the concrete without bulging between supports and sufficiently water tight to hold the concrete mortar. The forms shall be so constructed that the finished concrete shall be of the form and dimension shown on the plans. All form work for exposed surfaces shall be of such materials and so constructed so as

DELTA PLANNED WATER LINE REPLACEMENT

to produce a smooth, even surface when the concrete is poured. All forms shall be oiled before use. In general, wall forms may be removed after the concrete has been in place for 24 hours. All exposed edges shall have a 3/4-inch chamfer whether or not so shown on the details. Immediately upon removal of the form, any honeycombed sections shall be repaired as directed

Embedded Items: All bolts, pipe, pipe sleeves, inserts, or other fixtures to be embedded in the concrete, as required by the plans or these specifications, shall be set accurately in place and maintained in such positions during concreting operations.

Reinforcing Steel: Metal reinforcements shall conform to the following requirements. Bar Reinforcement shall be round, deformed bars, Grade 60, conforming to either "Specification for Rail Steel Deformed and Plain Bars for Concrete Reinforcement" (ASTM A-616), or "Specification for Axle Steel Deformed and Plain Bars for Concrete Reinforcement" (ASTM A-617).

Rail Steel Bars will be permitted only where bending is not required. All reinforcement bars shall be permanently marked with grade identification marks or shall, on delivery, be accompanied by manufacturer's guarantee of grade which will identify variation. Reinforcement stored on the site shall be protected from accumulation of grease, mud or other foreign matter and from rust producing conditions. Bars shall be free from rust, scale, oil, mud, or structure defects when incorporated in the structures. Reinforcements shall be accurately placed and securely held in place during placement of concrete in accordance with the ACI Detailing Manual.

1.7 Concrete Thrust Blocking: All underground piping shall be blocked with concrete, bearing solidly against undisturbed trench walls, at all changes in direction.

The concrete blocking shall be placed against undisturbed trench walls with a minimum of 18-inches between trench wall and pipe. Blocking shall extend a minimum of 0.75 x pipe diameter below and above the centerline of pipe and shall not extend beyond any joints. Blocking shall be placed in accordance with the recommendations in the publication by the Ductile Iron Pipe Research Association titled "Installation Guide for Ductile Iron Pipe".

If requested by the Owner, the ends of the thrust blocks shall be contained in wood or metal forms. Where upward thrusts are to be resisted, concrete anchor shall be reinforced.

Concrete used for Blocking shall be Class C. The minimum square feet of area of Concrete Bearing against undisturbed trench bank shall be in accordance with the following table:

Bearing Surface Per Bend		
Pipe Size	Tee, Dead End, 90 Degree Bend	45 and 22-1/2 Degree Bend
6"	4 sq. feet	3 sq. feet
8"	6 sq. feet	3 sq. feet
12"	13 sq. feet	7 sq. feet
16"	23 sq. feet	12 sq. feet

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 03100 – GROUT

1.1 **Scope:** Where called for in the plans or specifications, the contractor shall provide all labor, materials, equipment, and incidentals required for grouting.

1.2 **Standards:** Grout shall comply with applicable requirements of the following:

ASTM C-33 Specification for Concrete Aggregates.
ASTM C-150 Specification for Portland Cement.

1.3 **Materials:** Types of grout may include the following material.

- A. **Non-shrink Epoxy Type:** Shall be non-metallic, 100% solids, high strength grout such as Epoxite as manufactured by A.C. Horn Company, or Five Star Epoxy Grout by U.S. Grout Corporation, or equal.
- B. **Non-shrink, Non-Metallic Type:** Shall be a premixed non-staining cementitious grout requiring only the addition of water at the job site. Provide Darex In-Pakt Grout Pre-mix by A.C. Horn Company, or Masterflow 713 by Master Builders Company, or equal.
- C. **Ordinary Cement-Sand Grout:** Consisting of 1 part by weight of Portland cement complying with ASTM C-150, Type V, to 3 parts by weight of clean sand of suitable gradation and complying with ASTM C-33.

At the Contractor's option, ordinary grout may be four (4) sacks of masonry cement per cubic yard of clean sand, together with approved air-entraining agent and a minimum of clean water for placing. Where water repelling and shrinkage reducing requirements are shown or specified, use approved admixtures.

- D. **Water:** Use clean, fresh, potable water free from injurious amounts of oils, acids, alkalies, or organic matter.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 03300 – CONCRETE METER BOXES

- 1.1 **Scope:** Furnish labor, materials, equipment, and incidentals to fabricate, furnish, and install pre-cast concrete meter boxes and vaults.
- 1.2 **Quality Assurance:** The Owner reserves the right to request results of compressive tests, to inspect the manufacturing process at any time, to perform tests on materials used, and to extract cores from completed meter boxes for compressive strength testing and placement of reinforcement.
- 1.3 **Submittals:** Submit shop drawings on molds, meter boxes, and associated hardware to the Engineer for approval prior to fabrication. Provide manufacturer's certification that products comply with appropriate ASTM, AWWA and Utility standard details.

1.4 **Standards:**

ASTM A-27	Specifications for Steel Castings, Carbon, for General Application
ASTM A-36	Specification for Structural Steel
ASTM A-48	Specification for Gray Iron Castings
ASTM C-33	Specification for Concrete Aggregates
ASTM C-150	Specification for Portland Cement
ASTM C-309	Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C-615	Specification for Granite Building Stone

1.5 **Materials:**

- A. **Cement** shall be Portland Cement conforming to ASTM C-150, Type I or Type III. Concrete shall have a minimum 28-day compressive strength of 4,500 psi; a water cement ratio of 0.5 or less by weight; and a maximum of 5.5 gallons water sack cement.

All concrete shall be handled from the mixer or transport vehicle to the place of final deposit in a continuous manner, as rapidly as practicable, and without segregation or loss of ingredients, until the operation is completed. Concrete shall be placed in layers not over two feet deep. Each layer shall be compacted by mechanical internal or external vibrating equipment. Duration of the vibration cycle shall be limited to the time necessary to produce satisfactory consolidation without causing objectionable segregation.

- B. **Aggregates**, other than lightweight aggregates, shall conform to specifications outlined by ASTM C-33. Aggregates shall be free of deleterious substances and graded in a manner as to produce a homogeneous concrete mix. All materials are to be accurately weighed at a central batching facility for mixture.
- C. **Curing** for the purposes of early re-use of forms, the concrete may be heated in the mold, after initial set has taken place. The temperature shall not exceed 71.11⁰C (160 degrees Fahrenheit) and the temperature shall be raised from normal ambient temperatures at a rate not to exceed 4.44⁰C (40 degrees Fahrenheit) per hour. The cured unit shall not be removed from the forms until sufficient strength is obtained for the unit to withstand any structural strain that may be subjected during the form stripping operation. After the stripping of forms further curing by means of water spraying or a membrane curing compound may be used and shall be of a clear or white type, conforming to ASTM C-309.

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- D. Steel Reinforcing shall comply with ASTM A-615 Grade 60 steel, $F_y= 60,000$ psi. Minimum concrete cover on re-bar top slab shall be 1.25" and 1.5" on re-bar for walls. Bar bending and placement to comply with latest ACI Standards. All reinforcing steel, including welded wire mesh, shall be of the size and in location as shown on the plans. All reinforcing shall be sufficiently tied to withstand displacement during the pouring operation. Lifters shall be designed to handle the imposed weights, and shall be placed as specified on the drawings or manufacturer's requirements.
- E. Steel Frames and Covers shall conform to ASTM A-27, Grade 70-36. Structural welded steel shall conform to the requirements of ASTM A-36 with dimensions as specified on the drawings.
- F. Cast Iron Ring and Covers shall conform to the requirements of ASTM 48, Class 30. All castings shall be of uniform quality, free from blowholes, shrinkage, distortion or other defects. They shall be smoothed and well cleaned by shot-blasting.

All castings shall be manufactured true to pattern. Component parts shall fit together in a satisfactory manner. Round frames and covers shall have continuously machined bearing surfaces to prevent rocking and rattling.

Tolerances shall not exceed 1/16-inch per foot. Deviation in weight shall not exceed 5 percent.

1.6 Installation:

Meter boxes shall be installed in accordance with these specifications and Utility Standard Details. Install to grade matching top of curb. Meter boxes shall not be installed under sidewalks, driveways, or proposed above-ground structures. Where no curbing exists, install boxes in accessible locations beyond limits of street surfacing, walks, and driveways.

The following standard meter boxes shall be installed for their respective meter size, unless otherwise determined and approved by the Utility.

STANDARD METER BOXES			
METER SIZE	BOX TYPE	CONSTRUCTION	DIMENSIONS W x H
3/4-inch	Type A	Single Unit	19.25 in. O.D. x 17 in.
1 inch	Type B	Single Unit	26 in. O.D. x 17 in.
1-1/2 in. to 2 in.	Type C	Single Unit	50 in. SQ x 24 in.
3 in. and larger	Type D	Modular	7 ft.-8 in. SQ x 4 ft.-6 in.

Where it is necessary to install Type A or B boxes for 3/4-inch or 1-inch meters under roadways or traffic bearing surfaces, boxes shall be encased in 12-inches concrete 3,000 psi minimum.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 055600 - METAL CASTINGS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope:
 - 1. CONTRACTOR shall provide labor, materials, equipment, and incidentals as shown, specified, and required to furnish and install metal castings.
 - 2. Castings include metal items that are not part of miscellaneous metal fabrications or metal systems in other Specifications Sections.
- B. Coordination:
 - 1. Review installation procedures under this and other Sections and coordinate installation of items to be installed with or before metal castings Work.

1.2 REFERENCES

- A. Standards referenced in this Section are:
 - 1. ANSI A14.3, Safety Requirements for Fixed Ladders.
 - 2. ASTM A48/A48M, Specification for Gray Iron Castings.
 - 3. ASTM A126, Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
 - 4. ASTM C478, Specification for Precast Reinforced Concrete Manhole Sections.

1.3 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer: Shall have at least five years' experience manufacturing products substantially similar to those required and shall be able to submit documentation of at least five installations in satisfactory operation for at least five years each.
- B. Component Supply and Compatibility:
 - 1. Obtain all frame, lid or cover, grate, and manhole step products included in this Section regardless of component manufacturer, from a single castings manufacturer.
 - 2. Obtain all hydrostatic pressure relief valve products included in this Section regardless of component manufacturer, from a single castings manufacturer.
 - 3. Castings manufacturer shall review and approve or prepare all Shop Drawings and other submittals for all components furnished under this Section.
 - 4. Components shall be constructed for specified service conditions and shall be integrated into overall assembly by castings manufacturer.

1.4 SUBMITTALS

- A. Action Submittals: Submit the following:
 - 1. Shop Drawings:
 - a. Fabrication and installation of all casting assemblies. Include plans, elevations, and details of sections and connections. Show anchorage and accessory items. Include setting drawings for location and installation of castings and anchorage devices.
 - 2. Product Data:
 - a. Copies of manufacturer's catalog information for the products proposed for use, specifications, load tables, dimension diagrams, anchor details, and installation instructions.
- B. Informational Submittals: Submit the following:
 - 1. Certificates:
 - a. Furnish certification, signed by authorized officer of CONTRACTOR and notarized, stating that all components are furnished by the same manufacturer.

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- b. Manufacturer's certification that the casting or lot of castings was made, sampled, tested and inspected in accordance with ASTM A48.
2. Qualifications Statements: Submit qualifications for the following:
 - a. Manufacturer, when required by ENGINEER.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Packing, Shipping, Handling, and Unloading:
 1. Deliver products to the Site to ensure uninterrupted progress of the Work. Deliver anchorage materials to be embedded in concrete in ample time to prevent delaying the Work.
 2. Comply with Section 01 65 00, Product Delivery Requirements.
- B. Storage and Protection:
 1. Protect materials from corrosion and deterioration.
 2. Comply with Section 01 66 00, Product Storage and Handling Requirements.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Round Manhole Frame with Solid Lid:
 1. Material: ASTM A48/A48M, Class 35 B.
 2. Products and Manufacturers: Provide one of the following:
 - a. R-1530, manufactured by Neenah Foundry Company.
 - b. E-1920, manufactured by East Jordan Iron Works, Inc.
 - c. Or equal.
- B. Round Manhole Frame with Vented Lid:
 1. Material: ASTM A48/A48M, Class 35 B.
 2. Products and Manufacturers: Provide one of the following:
 - a. R-1654, manufactured by Neenah Foundry Company.
 - b. E-1850, manufactured by East Jordan Iron Works, Inc.
 - c. Or equal.
- C. Round Manhole Frame with Open Grate:
 1. Material: ASTM A48/A48M, Class 35 B.
 2. Products and Manufacturers: Provide one of the following:
 - a. R-1792-GG, manufactured by Neenah Foundry Company.
 - b. V-3610-3, manufactured by East Jordan Iron Works, Inc.
 - c. Or equal.
- D. Round Manhole Frame with Solid Bolted Lid:
 1. Material: ASTM A48/A48M, Class 35 B.
 2. Products and Manufacturers: Provide one of the following:
 - a. R-1916-C2, manufactured by Neenah Foundry Company.
 - b. E-1561, manufactured by East Jordan Iron Works, Inc.
 - c. Or equal.
- E. Round Manhole Frame with Solid Lid – Flush Top:
 1. Material: ASTM A48/A48M, Class 35 B.
 2. Products and Manufacturers: Provide one of the following:
 - a. R-6060, manufactured by Neenah Foundry Company.
 - b. 1625, manufactured by East Jordan Iron Works, Inc.
 - c. Or equal.

DELTA PLANNED WATER LINE REPLACEMENT

- F. Catch Basin Frame with Grate:
 - 1. Material: ASTM A48/A48M, Class 35 B.
 - 2. Products and Manufacturers: Provide one of the following:
 - a. R-2501, manufactured by Neenah Foundry Company.
 - b. E-1045 M2, manufactured by East Jordan Iron Works, Inc.
 - c. Or equal.

- G. Curb Inlet Frame Grate and Curb Box:
 - 1. Material: ASTM A48/A48M, Class 35 B.
 - 2. Products and Manufacturers: Provide one of the following:
 - a. R-3067, manufactured by Neenah Foundry Company.
 - b. E-7030 M52, manufactured by East Jordan Iron Works, Inc.
 - c. Or equal.

- H. Valve Box Frame and Lid:
 - 1. Material: ASTM A48/A48M, Class 35 B.
 - 2. Products and Manufacturers: Provide one of the following:
 - a. R-7506-F, manufactured by Neenah Foundry Company.
 - b. 3671, manufactured by East Jordan Iron Works, Inc.
 - c. Or equal.

- I. Heavy-Duty H-20 Trench Frame with Solid Cover:
 - 1. Material: ASTM A48/A48M, Class 35 B.
 - 2. Products and Manufacturers: Provide one of the following:
 - a. R-4990-FX, Type D Cover, manufactured by Neenah Foundry Company.
 - b. 6956, manufactured by East Jordan Iron Works, Inc.
 - c. Or equal.

- J. Heavy-Duty H-20 Trench Frame with Grated Cover:
 - 1. Material: ASTM A48/A48M, Class 35 B.
 - 2. Products and Manufacturers: Provide one of the following:
 - a. R-4990-FX, Type A Cover, manufactured by Neenah Foundry Company.
 - b. 6956, manufactured by East Jordan Iron Works, Inc.
 - c. Or equal.

- K. Floor-type Hydrostatic Pressure Relief Valves:
 - 1. Provide floor-type hydrostatic pressure relief valves suitable for installation in cast-in-place concrete foundations as shown or indicated on the Drawings.
 - 2. Products and Manufacturers: Provide one of the following:
 - a. R-5000, Type C, manufactured by Neenah Foundry Company.
 - b. F-1493-T, manufactured by Clow Valve Company.
 - c. Or equal.
 - 3. Cover and grate shall be removable but shall be constructed so that neither can be separated from valve body due to groundwater pressure around the structure served by the valve.
 - 4. Material:
 - a. Cover, body, and grate shall be cast iron complying with ASTM A126, Class B.
 - b. Seats shall be Nitrile (Buna-N) rubber, bonded to the cover, mating with machined bronze seat in the body.
 - 5. Provide length equal to thickness of concrete foundation slab shown or indicated on the Drawings.

- L. Wall-type Hydrostatic Pressure Relief Valves:
 - 1. Wall-type hydrostatic pressure relief valves shall be suitable for installation in cast-in-place concrete walls as shown or indicated on the Drawings.
 - 2. Products and Manufacturers: Provide one of the following:
 - a. R-5000, Type C, manufactured by Neenah Foundry Company.
 - b. F-1493, manufactured by Clow Valve Company.
 - c. Or equal.

DELTA PLANNED WATER LINE REPLACEMENT

3. Material:
 - a. Flap gate and body shall be of cast iron complying with ASTM A126, Class B.
 - b. Body seat ring and hinge pin shall be of furnished of machined bronze.
 - c. Gate shall be provided with a neoprene rubber seat cemented and mechanically retained in place by retainer plate.
4. Provide length equal to thickness of concrete wall shown or indicated on the Drawings.

M. Manhole Steps:

1. Provide manhole steps as shown on the Drawings. Comply with requirements of ASTM C478 and ANSI A14.3.
2. Products and Manufacturers: Provide one of the following:
 - a. R-1982-F, manufactured by Neenah Foundry Company.
 - b. 8512, manufactured by East Jordan Iron Works.
 - c. Or equal.
3. Material: Cast gray iron.

2.2 FABRICATION

A. Fabrication, General:

1. Castings shall be of uniform quality, free of sand holes, gas holes, shrinkage cracks, and other surface defects.
2. Castings shall be ground smooth and well-cleaned by shot blasting in the shop.
3. Design and fabricate round frames and covers to prevent rocking and rattling under traffic loads that will be imposed in actual use.
4. Fabricate castings true to pattern so that component parts fit together.
5. Each casting shall be identifiable and, depending on its size, shall indicate the following: name of producing foundry, ASTM material designation, individual part number, and cast or heat date. Castings shall include all lettering shown or indicated on the Drawings.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Examine conditions under which Work is to be performed and notify ENGINEER in writing of conditions detrimental to proper and timely completion of the Work. Do not proceed with installation until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Comply with casting manufacturer's printed instructions and the Contract Documents. Where castings are installed on precast concrete, fabricated fiberglass, or other fabricated products, install casting in accordance with requirements of manufacturer of product on which casting will be installed.
- B. Set castings accurately to required location, alignment, and elevation, plumb, level, true and free of rack, measured from established lines and levels. Where applicable, brace temporarily or anchor temporarily in formwork.
- C. Manhole Steps:
1. Install gray cast iron manhole steps as shown on the Drawings. Comply with requirements of ASTM C478 and ANSI A14.3.
 2. Vertical separation of steps shall be uniform at maximum of 12 inches on centers. Steps shall project evenly from walls.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 09961 – COATINGS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Coat surfaces to include:
 - a. Surfaces described on Drawings.
 - b. Interior and exterior piping, regardless of type of factory-applied finish, where color coding required.
 - c. Exterior and interior equipment, motors, and appurtenances.
2. Labeling and directional arrows on piping, equipment with valves or electrical connections, valves, and ducts.
3. Do not coat unless specifically noted otherwise:
 - a. Factory-finished electrical motor control panels (MCC) and main instrument panels (MIP), flow indicators, and related equipment.
 - b. Underground equipment and piping.
 - c. Factory-finished trim.
 - d. Stainless steel.
 - e. Plastic coated pipe insulation.
 - f. PVC or reinforced plastic piping.
 - g. Aluminum louvers or trim.
4. Do not coat over any code-required labels such as UL and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

B. Equipment manufacturer is responsible for surface preparation and coatings of equipment, motors, and appurtenances. Equipment to be coated and coating system are identified in equipment Specification section(s).

1.02 DEFINITIONS

A. Definitions.

1. Coatings: Heavy duty finishes.
- B. First Coat: Field prime, factory prime, or shop prime. When only one coat is required, first coat is finish coat.
- C. Second or Third Coats: Successive finish coats applied over first coat.

1.03 SUBMITTALS

A. Product Data:

1. Submit manufacturer's literature stating application recommendations and generic makeup of each type of coating scheduled.

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2. Substitutions: For coatings not specified, provide substitute manufacturer's literature with specified coating literature for ENGINEER to make proper evaluation.

B. Samples:

1. Actual color samples available for each type of coating scheduled.
2. Two 4 in. by 4 in. steel panels for each method of metal preparation specified. Panel shall be representative of steel used and prevented from deterioration of surface quality. Upon acceptance by ENGINEER, panel shall be preserved as reference source for inspection.

C. Miscellaneous:

1. Letter of Certification/Shop Painting:

- a. CONTRACTOR has option of shop coating materials and equipment partially or totally.
- b. If CONTRACTOR applies coatings in factory submit following:

- 1) Coatings used.
- 2) Manufacturer's written certificate factory-applied coating system is identical to, or exceeds, specified requirements.
- 3) Requirements for touch-up or coating.
- 4) History of coating performance in same environment.

c. Submit following for factory-applied first coat.

- 1) First coat used.
- 2) CONTRACTOR'S certification factory-applied first coat is compatible with field-applied finish coats.

2. Certification:

- a. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).

3. Schedules:

- a. Submit schedule of proposed coating systems within 30 calendar days of Award of Contract.
- b. Schedule of proposed coating systems shall identify same information as shown in coating schedule.
- c. Schedule is not required if Tnemec coating materials are provided. Provide schedule for materials that are not Tnemec. Schedule will be used by ENGINEER to evaluate materials proposed.

D. Submit in accordance with Section 01300.

1.04 QUALITY ASSURANCE

A. Applicator Qualifications:

1. Engage an experienced applicator who has successfully completed coating system applications similar in material and extent to those indicated for Project.

B. Single-Source Responsibility:

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1. Provide coating material produced by same manufacturer for each system. Use only thinners recommended by manufacturer and only within recommended limits.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in original, sealed, unopened packages and containers bearing manufacturer's name. Each container shall have manufacturer's printed label stating type of coating, color of coating, instructions for reducing, and spreading rate.
- B. Protect and heat or cool material storage location to maintain temperature ranges recommended by coating manufacturer for most sensitive coating, but not less than 55°F.
- C. Keep storage area neat and clean and replace or repair damage thereto or to its surroundings.
- D. Avoid danger of fire. Deposit cleaning rags and waste materials in metal containers having tight lids or remove from building each night. Provide fire extinguishers of type recommended by coating manufacturer in areas of storage and where finishing is occurring. Do not allow smoking or open containers of solvents. Store solvents in safety cans.
- E. Empty containers shall have labels canceled and be clearly marked as to use.
- F. Upon Substantial Completion, remaining material will become property of OWNER. Seal material as required for storage, marked as to contents and shelf life, and store where required by ENGINEER.

1.06 PROJECT/SITE CONDITIONS

- A. Environmental Requirements:
 1. Do not apply exterior coating in cold, foggy, damp, or rainy weather.
 2. Apply no finish in rooms where dust is being generated.
 3. Do not apply exterior coating when temperature is lower than 50°F or as required by manufacturer.
 4. Maintain interior temperature and relative humidity of space, as recommended by coating manufacturer, 24 hrs before applying and until coating is cured.
- B. Protection:
 1. Cover materials and surfaces, including floors, adjoining or below Work with clean drop cloths or canvas.
 2. Remove hardware, accessories, plates, lighting fixtures, and similar items or provide protection by masking. Upon completion, replace above items or remove protection and clean.
 3. Maintain manufacturer's environmental requirements while coating dries.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Coatings:
 1. Tnemec.
 2. AMERON Protective Coatings Division.
 3. Or equal.

2.02 MATERIALS

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A. Coatings:

1. Color shall be formed of pigments free of lead, lead compounds or other materials which might be affected by presence of hydrogen sulfide or other gases likely to be present at Project.
2. Coatings shall meet surface burning characteristics as required by code and established by ASTM E84.

2.03 COLORS

A. Colors shall be selected and approved by ENGINEER.

B. Prior to beginning work, ENGINEER will provide color coordinating schedule.

C. Equipment Colors:

1. Equipment includes equipment, motors, and structural supports, fasteners, and attached portions of electrical conduit.
2. Color shall be approved by ENGINEER.

2.04 MIXING AND TINTING

A. Each coat shall be slightly darker than preceding coat, unless otherwise approved.

B. Tint undercoats similar to finish coats.

PART 3 EXECUTION

3.01 EXAMINATION

- A. If surfaces to be finished cannot be put into proper condition for finishing by customary cleaning, sanding, and puttying operations or if surfaces were improperly primed by others, report defects to ENGINEER, in writing, or assume responsibility and correct unsatisfactory finish resulting from improper surfaces. Commencement of Work indicates acceptance of surfaces.
- B. Materials removed and replaced to correct defects due to Work placed on unsuitable surfaces shall be at CONTRACTOR'S expense.
- C. Where surface dryness is questioned, test with dampness indicating instrument. Do not apply coatings over surfaces where moisture content exceeds that permitted in manufacturer's printed instructions.
- D. Provide coats compatible with the surface and prior coats.

3.02 SURFACE PREPARATION AND TOUCH-UP

A. General:

1. Surfaces shall be clean, dry, and free of loose dirt, dust, and foreign matter before applying coating.
2. Comply with coating manufacturer's recommendations for surface preparation.

B. Ungalvanized Ferrous Metal:

1. General:

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- a. Round or chamfer sharp edges and grind smooth burrs, jagged edges, and surface defects.
 - b. Prepare welds and adjacent areas to remove undercutting or reverse ridges on weld bead, weld spatter on or adjacent to weld or area to be coated, and sharp peaks or ridges along weld bead. Grind embedded pieces of electrode or wire flush with adjacent surface of weld bead.
 - c. Coat surfaces same day prepared. Re-prepare surfaces starting to rust before coating.
2. Cleaning Methods:
- a. Workmanship for metal surface preparation as specified shall conform with SSPC specifications as follows:
 - 1) SP-1: Solvent Cleaning
 - 2) SP-2: Hand Tool Cleaning
 - 3) SP-3: Power Tool Cleaning
 - 4) SP-5: White Metal Blast Cleaning
 - 5) SP-6: Commercial Blast Cleaning
 - 6) SP-7: Brush-off Blast Cleaning
 - 7) SP-8: Pickling
 - 8) SP-10: Near-White Blast Cleaning
 - b. Wherever "solvent cleaning", "hand tool cleaning", "wire brushing", "blast cleaning", or similar words of equal intent used in Specifications or coating manufacturer's specifications, they shall be understood to refer to applicable SSPC specifications listed above.
 - c. Use hand tools to clean areas that cannot be cleaned by power tools.
3. Shop Preparation: Equipment may be shop-prepared and first coat applied at CONTRACTOR'S option. Centrifugal wheel blast cleaning is acceptable alternate to shop blast cleaning. Clean and prime in accordance with this section.
4. Field Touch-Up: Sandblast items and equipment as specified to restore damaged surfaces previously shop or field blasted and first coat applied. Materials, equipment, procedures, and safety equipment for personnel shall conform to SSPC.
- C. Galvanized Metal:
1. Touch-up damaged areas with zinc-rich primer.
 2. Wash galvanized metal surfaces with mineral spirits or comparable manufactured products.
- D. Preparation of Existing Surface:
1. General:
 - a. Remove and replace or mask attachments if attachments are not to be coated.
 - b. Remove surface contamination such as oil, grease, loose or otherwise defective paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers to assure sound bonding to tightly adhering old paint. Glossy surfaces of old paint films shall be clean and dull before repainting.
 - c. Sand surfaces and feather edges where chipped surfaces occur.
 - d. Cut out and fill cracks or other defects in existing surface to match adjoining surfaces.
 - e. The exact nature of existing coatings is not known in all cases. While it is assumed they have oxidized sufficiently to prevent lifting or peeling when overcoated with coatings or paints specified, check compatibility by application to small area prior to starting coating. If lifting or other problems occur, notify ENGINEER for direction.

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- f. Comply with new coating manufacturer's recommendations for preparation of previously painted or coated surfaces.

3.03 APPLICATION

A. General Requirements:

- 1. Spread evenly and flow on smoothly without runs, lumps or sags.
- 2. Make edges of coating adjoining other materials or colors sharp and clean without overlapping.
- 3. Number of coats and film thickness required is same regardless of application method. Do not apply succeeding coats until previous coat has cured as required by manufacturer. Where sanding is required, according to manufacturer's direction, sand between applications to produce smooth, even surface.
- 4. Application Procedures:
 - a. Apply coatings by brush, roller, spray, or other applicators according to manufacturer's instructions.

B. Priming and Sealing:

- 1. Refer to Coating Schedule for specific coating material.
- 2. Shop:
 - a. Shop first coat for ferrous metal shall comply with SSPC guidelines, and as specified in Coating Schedules of this Specification.
 - b. Hand or power sand chipped, peeled or abraded first coat and feather edges. Spot coat areas with specified first coat.
 - c. Prior to application of finish coats, clean shop-first coat surfaces free of dirt, oil, and grease.
 - d. Prepare and prime holdback areas as required for specified coating system.

3.04 FIELD QUALITY CONTROL

A. Sampling of Materials:

- 1. ENGINEER reserves the right to select unopened containers of materials furnished for project and have materials tested at an independent testing laboratory. OWNER will pay for first tests.
- 2. Retests of rejected materials and tests of replacement materials shall be paid for by CONTRACTOR.
- 3. Remainder of contents of containers not required for testing will be returned to CONTRACTOR.

B. Coverage:

- 1. If coverage is not acceptable to ENGINEER, ENGINEER reserves the right to require extra application of paint at no extra cost to OWNER.
- 2. Work at site where coat of material is applied will be inspected by ENGINEER before application of succeeding specified coat, otherwise no credit for coat applied will be given and CONTRACTOR automatically assumes responsibility to recoat Work in question. Furnish ENGINEER report of particular coat applied and when completed for inspection to comply with above.

3.05 COATINGS SCHEDULE

A. General:

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1. Unless otherwise noted, Tnemec products are identified in this schedule to establish quality and type desired only.
2. Scheduled thickness or coverage rate is as recommended by Tnemec. If other manufacturers are proposed and accepted, manufacturer's requirements shall be followed, but in no case may thickness or coverage rate be less.
3. DFT = dry film thickness (mils/coat). DFT shown is for spray application. Additional coats may be required if brushed and rolled.
4. sfpq = sq ft/gal (per coat).
5. Examples of surfaces to be coated are not all inclusive.

B. Coating Schedule:

Example Surfaces	Surface Preparation	Coating
SYSTEM 3-C (FERROUS METALS, INTERIOR, SEMI-GLOSS SHEEN, MAX. TEMP. 250°F, 2-COAT SYSTEM)		
Ductile Iron, Equipment, Pipes, Structural Members, Louvers, Pipe Hangers	Ferrous Metal SP6	First Coat - 3.0 DFT/ "Series 90-97 Zinc Rich Primer" Second Coat - 4.0 to 6.0 DFT/ "66-Color Hi-Build Epoxoline"
SYSTEM 4-C (FERROUS METALS, EXTERIOR, GLOSS OR SEMI-GLOSS SHEEN, MAX. TEMP. 250°F, 2-COAT SYSTEM)		
Equipment, Pipe, Structural Members	Ferrous Metal SP6	First Coat - 3.0 DFT/ "Series 90-97 Zinc Rich Primer" Second Coat - 3.0 to 4.0 DFT/ "73-Color Endura-Shield III"
SYSTEM 5-C (FERROUS METALS, INTERIOR-EXTERIOR, SEMI-GLOSS SHEEN, 3-COAT SYSTEM)		
Factory Primed, Miscellaneous Metals and Equipment.	Light Sand SP1	First Coat - Manufacturer's Compatible Shop Prime Second Coat - 3.0 to 5.0 DFT/"Series 27 Typoxy" Third Coat (interior) - 2.0 DFT/ "69-Color Hi-Build Epoxy" Third Coat (exterior) - 2.0 DFT/ "73-Color Endura-Shield III"
SYSTEM 9-C (PVC, EXTERIOR ALL CONDITIONS, GLOSS SHEEN, 2-COAT SYSTEM)		
Pipes, Equipment	Plastic Lightly Sanded	First Coat - 3.0 DFT/ Epoxy Polyamide "66 Hi-Build Epoxoline" Second Coat - 1.5 DFT/ Polyurethane "73 Endura-Shield"
SYSTEM 10-C (GALVANIZED METAL (not shop primed), INTERIOR, SEMI-GLOSS SHEEN, 1-COAT SYSTEM)		
Miscellaneous Supports, Piping	Galvanized Metal SP1	First Coat - 4.0 DFT/ Epoxy Polyamide "66 Hi-Build Epoxoline"

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 15000 - VALVES AND FITTINGS

PART 1 GENERAL

1.1 SCOPE

The CONTRACTOR shall furnish all valves and fittings where indicated on the Plans, as called for in these Specifications, or as required for proper operation of the equipment in general. Unless otherwise indicated on the Plans or specified in other sections of these Specifications, valves and fittings shall conform to the requirements as specified herein.

Where proper operation and utilization of equipment and facilities require installation of valves not indicated or specified, the CONTRACTOR shall provide and install, upon acceptance by the ENGINEER, valves similar and comparable to valves specified for similar and comparable duty in other parts of the project.

1.2 QUALITY ASSURANCE

Valves shall conform to American National Standards Institute / National Sanitation Foundation (ANSI/NSF) Standard 61 "Drinking Water System Components - Health Effects" and be certified by an organization accredited by ANSI. Such compliance shall be evidenced by an affidavit from the manufacturer or vendor. If the pipe does not presently conform to this standard, information from the manufacturer regarding action being taken to comply with this standard must be submitted. All valves installed in a given line shall be designed to withstand the test pressure for that particular line and shall be fabricated with ends to fit the piping.

1.3 SUBMITTALS

All materials shall conform to the pertinent material requirements of the following Items. Complete shop drawings and specifications shall be furnished prior to acceptance and approval of the bid proposal. If requested, the valve manufacturer shall also submit a list of similar installations that have been in satisfactory operation for at least three years.

The manufacturer shall furnish a complete set of installation, operation, and maintenance instructions for each type of valve furnished. Instructions shall be bound in a cover.

PART 2 PRODUCTS

2.1 VALVES

A. **Non-Rising Stem (NRS) Resilient-Seated Gate Valves.** Non-Rising Stem Gate Valves are to be resilient seat, non-rising stem and shall have a minimum rated gauge working pressure of 200 psig and shall comply with AWWA C-509 "Resilient-Seated Gate Valves for Water and Sewage Systems" and AWWA C-550 "Standard for Protective Coatings for Valves and Hydrants". The valves design shall not have any recesses, insets in the bottom of the waterway that would promote build-up or collection of residue and debris. Resilient Seated Gate Valves shall be provided for the size specified.

With the valve open, the valve shall provide an unobstructed waterway that has a diameter not less than the full nominal diameter of the valve. The minimum number of turns to open the valve shall be three times the valve diameter.

Acceptable manufacturers and models shall be as follows or comparable as approved:

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American Flow Control Series 500, Series 2500

Clow F-6100, F-6102

Kennedy KEN-SEAL II

M&H 3067

Submittals. Submittals shall be provided for approval. Also, the manufacturer shall provide approved certified test data or an affidavit stating that the valve complies with AWWA C-509 Sections 6.1 and 6.2.

Hydrostatic Test. The manufacturer shall pressure test one valve of each size and class with 400 psi applied to one side and zero to the other. The test shall be made in each direction across the closed gate.

Torque Test. The manufacturer shall over-torque a valve of each size to demonstrate that no distortion of the valve stem occurs. The applied torque shall be 250 ft-lb for a 4-inch valve and 350 ft-lb for the larger valves in both the open and closed position.

Leakage Test. The manufacturer shall select two valves of each size to be fully opened and closed for 500 complete cycles with a 200 psi differential pressure across the gate. The valve shall be drip tight upon completion of the test.

Pressure Test. One valve of each size shall be tested, with the gate fully open, to a pressure of 500 psi. There shall be no evidence of rupture or cracking of valve body, bonnet or seal plated.

Markings. Shall be cast on the bonnet or body of each valve. Markings shall include the manufacture's name or mark, the year the valve casting was made, the size of the valves, and the designated working pressure.

Valve Ends. Shall be mechanical joint or flanged ends as specified in bid proposal.

Valve Body and Bonnet. Shall be cast iron conforming to ASTM A-126, or ductile iron conforming to ASTM A-536 or A-395.

Bolts. All bonnet and seal plate bolts shall be factory installed and made from stainless steel ASTM A-276 with either regular-square or hexagonal heads with dimensions conforming to ANSI B18.2.1.

Wedge. The wedge shall be cast iron or ductile iron fully encapsulated with resilient rubber material bonded to the disc. The method for bonding the resilient material shall be confirmed by ASTM D-429 as required by AWWA C-509.

Valve Stem. Shall be constructed of low zinc bronze CDA Copper Alloy No. C99500 with minimum yield strength of 40,000 psi and minimum elongation in 2-inches of 10%.

Stem Seals. Shall consist of two O-rings such that the seal above the stem collar can be replaced with the valve under pressure in the fully open position. O-rings shall meet the requirements of ASTM D-2000 and have physical properties suitable for the application.

Valve Operator. Shall be a cast iron, ASTM A-126 Class B, wrench nut. The nut shall have a 2-inch square base and shall be 1-15/16" square at the top and 1-3/4 inch high and shall open counterclockwise (left). The wrench nut shall be painted black and an arrow indicating direction of opening shall be cast on the nut, according to AWWA C-509.

Protective Coating. An epoxy coating shall be applied to all exterior and all stationary interior ferrous surfaces including all interior openings in the valve body. The coating shall not be applied to the gasket surfaces of the end flanges.

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The coating shall be applied in accordance with AWWA C-550 and the manufacturer's instructions. The epoxy coating shall have a minimum dry film thickness of 8 mils. After the coating is completely cured, the coated surface shall be tested for porosity, holidays, and pinholes using a holiday detector. All holidays or irregularities shall be repaired and the coating again tested.

- B. **Tapping Valves.** Tapping Valves are to be iron-body, bronze mounted, parallel seat internal wedging type with non-rising stem. Tapping Valves shall conform to AWWA C-500 "Gate Valves for Water and Sewage Systems" except that tapping valves shall have over-sized seat rings to accommodate full size cutters. Tapping Valves shall be provided for the size specified.

Acceptable manufacturers and models shall be as follows or comparable as approved:

American Darling	565
Clow	5093
Kennedy	950-X
M&H	STYLE 751
Mueller	H-667

The number of turns to open shall be a minimum of three times the valve diameter.

Submittals. Submittals shall be provided for approval. Also, the manufacturer shall provide an Affidavit of Compliance in accordance with AWWA Standard C-500 Section 1.4. Records of all tests performed in accordance with AWWA Standard C-500 Section 2.2 and Section 5.1 shall be provided. These records will be representative test results for AWWA Standard C-500 Section 2.2 and certificate of testing for Section 5.1. An affidavit of testing for the valve assembly as outlined in Section 3.1 of AWWA Standard C-500 300 ft-lbs., shall also be provided.

Markings. Shall be cast on the bonnet or body of each valve. Markings shall include the manufacturer's name or mark, the year the valve casting was made, the size of the valves, and the designated working pressure.

Valve Ends. Outlet end of the valve shall be mechanical joint or as otherwise specified.

Valve Body and Bonnet. Shall be cast iron conforming to ASTM A-126 Class B, or ductile iron conforming to ASTM A-395 or ASTM A-536.

Gate. Shall be cast iron or Grade A bronze. Gate rings, constructed of Grade A bronze, shall be rolled, peened, or pressed into grooves machined in the discs, or may be fastened by some other accepted method.

Body-Seat Ring. Shall be constructed of Grade A bronze, and shall be back-faced threaded and machined screwed into the valve body.

Wedges. Double-disc gate valves shall be equipped with a free and positive-operating internal device that will press the disc seats firmly against the body seats when the valve is closed and release the load before the discs begin to move when the valve is opened. Wedges shall be simple and rugged in design. The wedge material shall be as specified in AWWA C-500 and contact surface shall not be iron to iron.

Valve Stem. Shall be constructed of low zinc bronze CDA Copper Alloy no. C99500 with a minimum yield strength of 40,000 psi and minimum elongation in 2-inches of 10%.

Stem Seals. Shall consist of two O-rings such that the seal above the stem collar can be replaced with the valve under pressure in the fully open position. O-rings shall meet the requirements of ASTM D-2000 and have physical properties suitable for the application.

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Valve Operator. Shall be a cast iron, ASTM A-126 Class B, wrench nut. The nut shall have a 2-inch square base and shall be 1-15/16" square at the top and be 1-3/4 inch high and shall open counterclockwise (left). The wrench nut shall be painted black and an arrow indicating direction of opening shall be cast on the nut, according to AWWA C-509.

Protective Coating. An epoxy coating shall be applied to all exterior and all stationary interior ferrous surfaces including all interior openings in the valves body. The coating shall be applied in accordance with AWWA C-550 and the manufacturer's instructions. After the coating is completely cured, the coated surface shall be tested for porosity, holidays, and pinholes using a holiday detector. All holidays or irregularities shall be repaired and the coating again tested.

2.2 FITTINGS

Fittings as specified herein shall be ductile iron (DI) for use with ductile iron and polyvinyl chloride (PVC) water pressure or transmission pipe.

All fittings shall be smooth cement lined in accordance with AWWA C-104 and shall be outside asphaltic coated per AWWA C-110. The size, body type, type of joint ends, and applicable reference standard, shall be as shown on engineering drawings or as specified.

Standards. Fittings shall comply with applicable requirements of the following:

ANSI B16.1 "Cast Iron Pipe Flanges and Fittings", AWWA C-104 "American National Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water", AWWA C-105 "Standard for Polyethylene Encasement for Ductile Iron Pipe and Fittings", AWWA C-110 "American National Standard for Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In., for Water and Other Liquids", AWWA C-111 "Rubber-Gasket Joints", AWWA C-153 "American National Standard for Ductile-Iron Compact Fittings, 3 In. Through 16 In., for Water and Other Liquids"

Minimum Requirements. The following minimum requirements of TABLE A and TABLE B shall apply to the specified fittings.

All joint accessories such as gaskets, glands, bolts, and nuts shall be furnished with mechanical joints, and gaskets and lubricant shall be furnished with push-on joints in sufficient quantity for assembly of each joint.

Push-on joint fittings shall be marked with the proprietary name or trademark of the joint.

Fittings shall be marked on the outside with their applicable AWWA Standard and information called for by the Standard.

Fittings shall be polyethylene wrapped in accordance with AWWA C-105.

TABLE A – STANDARD SHORT-BODY FITTINGS PER AWWA C-110			
TYPE OF JOINT	DIAMETER	RATED WORKING PRESSURE	MATERIAL
Mechanical (Rubber Gasket/C-111)	4 - 24 inches	350 psi	DI
Flanged	4 - 24 inches	250 psi	DI
All types	30 - 80 inches	250 psi	DI
Push-On (Rubber Gasket/C-111)	4 - 24 inches	250 psi	DI

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TABLE B - COMPACT SHORT-BODY FITTINGS PER AWWA C-153			
TYPE OF JOINT	DIAMETER	RATED WORKING PRESSURE	MATERIAL
Mechanical or Push-On (Rubber Gasket/C-111)	4 - 24 inches	350 psi	DI

PART 3 EXECUTION

- 3.1 Valve Installation:** Carefully handle and install valves horizontally in such a manner as to prevent damage to any parts of the valves. Installation shall be in accordance with manufacturer's instruction. Valves delivered closed to the site shall be opened by the CONTRACTOR prior to installation. The CONTRACTOR shall record the number of turns required to open the valve. This information shall be submitted to the Utility on the standard valve report.

Valves shall be polyethylene-wrapped in accordance with AWWA C-105, unless otherwise specified. Thrust blocking shall be provided as specified.

- 3.2 Valve Testing:** Upon completion of installation of the valves, an acceptance test shall be conducted to verify the satisfactory operation of the valves. The unit shall be checked for operation and leakage. The valves must perform in a manner acceptable to the ENGINEER before the Owner makes final acceptance.

END OF SECTION

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SECTION 15010 - WATER SERVICE CONNECTIONS

1.1 DESCRIPTION

This Item shall govern for the construction of water service connections and fire lines. Contractor shall furnish labor, materials, equipment and incidentals necessary to install water service connections and fire lines, complete for potable water supply. New water meters, unless otherwise specified, will be furnished by the Utility when required. All other materials required, including meter boxes, shall be furnished and installed by the CONTRACTOR. Contractor shall furnish labor, materials, equipment, and incidentals to fabricate, furnish, and install pre-cast concrete meter boxes and vaults.

1.2 MATERIALS

A. **Submittals:** Submittals shall include certifications from manufacturers that the products comply with appropriate ASTM, AWWA and Utility Standards. Submit shop drawings on meter boxes and associated hardware to the ENGINEER for approval prior to fabrication.

B. **Materials:**

1. **Water Service Connections.**

Castings and Washer Nuts: Shall be of certified cast bronze composition, 85-5-5-5 percent per ASTM B-62, fully formed, tapped threads meeting requirements of AWWA C-800 for underground service.

Gaskets: Shall be self-sealing, 100 percent neoprene or Buna-N rubber, formulated for water service.

Service Saddles: Shall be two or three piece all-bronze AWWA C800, double strap with National Coarse Class 2 thread. Saddles shall be suitable for Class 200 asbestos cement pipe, cast iron pipe and ductile iron pipe with double straps. Saddles for C-900 or C-905 polyvinyl chloride (PVC) pipe shall be single strap. Saddle body shall extend 180 degrees around pipe.

Acceptable manufacturers and models are as follows or comparable as approved:

Ford Meter Box Co.	Model S90
James Jones Co.	J-996
A.Y. McDonald Mfg. Co.	3805
Mueller	H-1344X

Straps: Shall be silicon bronze, approximate tensile strength of 70,000 psi chamfered for easy nut starting and flattened to provide wide bearing surface.

Valves: Shall be in accordance with Utility acceptable standards and requirements for gate valves. Valves for copper pipe shall be bronze with minimum 85 percent copper content casting.

Corporation stops shall conform to the requirements of AWWA C800. Acceptable manufactures are as follows or comparable as approved:

Ford Meter Box Co.
Mueller

Full port angle ball meter stop with padlock wings with copper flared inlet, female iron pipe thread outlet, such as McDonald MFG Model 4606B, or approved equal, and outlet meter coupling nut shall be used for 3/4-inch through 1-inch meters; except that valves 1 1/2-inch and for 2-inch meters shall be inlet flared copper by outlet flange ends.

Service Pipe: Shall be copper Type "K" for sizes up to and including 2 inch, meeting ASTM B-88. Pipe for 3-inch services shall be 4-inch PVC per AWWA C-900, with reducers at meters. Pipe for

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4-inch services and larger shall be PVC pipe per AWWA C-900. Fittings for copper pipe shall be bronze. Fittings for PVC pipe shall be ductile iron.

1.3 EXECUTION.

- A. **General:** Service taps for 3/4-inch to 2-inch services shall be made with service saddle to be furnished and installed by the CONTRACTOR. No direct taps, i.e. without the saddle, shall be made. Taps for 3-inch and 4-inch services shall be made using 4-inch tapping sleeve and valve. Copper service pipe attached to metallic water mains shall be insulated at the corporation stop with a dielectric insulator. Installation shall comply with Utility Standards for Excavating, Backfilling and Compacting.

Multiple tapping, two or more taps on a length of pipe, shall not be on a common line parallel to the longitudinal axis of the pipe and shall be no closer than 18-inch on the longitudinal axis of the pipe.

No splices shall be allowed in any portion of the service pipe run between the main line connection and the meter assembly. No dry or direct taps are authorized.

Meter installations larger than 1-inch shall be made with a bypass meter connection according to the following schedule:

1-1/2 inch and 2-inch meters = 1-inch bypass

3-inch and 4-inch meters = 2-inch bypass

6-inch and 8-inch meters = 3-inch bypass

- B. **Existing Services:** Where existing water services are indicated on the Drawings to be replaced, relocated, or reconnected to new water lines, the CONTRACTOR shall make prior arrangements with each water customer as to the time and length of shutdown necessary. The customer shall be notified 24 hours before any connections are made. A maximum shut-off time of four (4) hours will be allowed for making connections, after which time the CONTRACTOR shall supply the customer with potable water from an approved source, at no additional cost to the Owner.
- C. **Metallic Tracer Tape:** For 3-inch services and larger (i.e. PVC), width shall be a minimum of 6-inch or twice the line diameter. The burial depth shall not exceed 36-inches below final grade nor be at an elevation of less than 12-inches above the utility line. Recommended burial depth shall be according to the tape manufacturer. Color of tape shall conform to American Public Works Association (APWA) color code. Acceptable manufacturer shall be THOR Enterprises, Inc., "Magnetec" or equivalent as approved.
- D. **Testing and Flushing Procedures:** All services shall be pressure tested for leakage by opening the corporation or service valve at the main service connection point, maintaining the meter angle valve closed, and visually observing all connections and piping for leaks. If no leaks are observed, the service line shall then be flushed as follows. The angle valve is opened to "full" and then the corporation valve is slowly opened to full capacity. Water is allowed to flow until piping has been thoroughly flushed. Then the angle valve is slowly closed to prevent water hammer or shock pressure, which might rupture the main or adjacent water service connections. If no customer piping is currently connected to the meter outlet connection, a fitted plug shall be used at the end of this connection to prevent the entrance of dirt or muddy water.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 15015 - TAPPING SLEEVES AND PIPE COUPLINGS.

- 1.1 **Scope:** The Contractor shall furnish labor, materials, equipment and incidentals necessary to install tapping sleeves and pipe couplings as specified. All tapping sleeves and pipe couplings furnished for incorporation in the work shall be suitable for operation at pressures as specified for the pipelines in which they will be installed, including test pressures and surge allowances.
- 1.2 **Submittals:** The Contractor shall furnish all necessary shop drawings as required.
- 1.3 **Cast Tapping Sleeves:** Tapping sleeves shall be of suitable construction and reinforced to provide resistance to line pressures. They shall be designed for the pipe size and material on which they will be used. Tapping sleeves shall be built in halves for assembly around the main to be tapped. The branch outlet shall have a flanged face for bolting to the tapping valve. The inside diameter of outlet branch shall be sufficiently larger than the nominal size to provide clearance for the full size cutters of the tapping machine.

Acceptable manufacturers shall be as follows or comparable as approved:

Mueller Company

Kennedy Valve Squareseal

M&H

Type 1: Cast tapping sleeve allows water to circulate between the sleeve and the outside surface of the pipe. Gaskets of suitable material, designed for use on potable water shall form watertight joints along the entire length of the sleeve. Circumferential joints at the ends of the run of the sleeves shall be sealed by mechanical joints, conforming to AWWA C-111 as to dimensions, clearances, and materials, except that gaskets and glands for mechanical joints shall be totally confined or compressed between ridges or grooves extending continuously for the full length of both halves of the sleeve casting. Bolts shall be located close to the outside of the gaskets and spaced so as to exert sufficient pressure to form a watertight joint and withstand stresses imposed by the intended use.

Type 2: Water is confined to the immediate area of the tap opening. The outlet half of each sleeve shall be fitted with a continuous gasket of approximately circular cross section, permanently cemented into a groove surrounding the outlet opening. The back half of each sleeve shall be fitted with elastomeric pads, a metal shoe, or other device for developing adequate pressure on the gasket to prevent leakage at any pressure within the design capacity of the pipe.

Protective Coating: All surfaces exposed to flow shall be coated in accordance with AWWA C-550.

- 1.4 **Fabricated Tapping Sleeves:** Fabricated tapping sleeves shall be rated for a working pressure of 150 psi or 200 psi as called for in the plans. All tapping sleeves shall meet the following requirements:

Acceptable manufacturers of fabricated tapping sleeves shall be as follows or comparable as approved:

Ford FTSC

JCM 412

Romac FTS 420

Markings: Each tapping sleeve shall be permanently marked to identify the outer diameter size range.

Test Plug: Shall be a 3/4" NPT with standard square head.

Nuts and Bolts: Shall be high strength, corrosion resistant 18-8 Type 304 Stainless Steel.

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4" - 12": Tapping sleeve body and flange shall be 18-8 Type 304 Stainless Steel. The body, lug, and gasket armor plate shall be in compliance with ASTM A-240. All metal surfaces shall be passivated, in accordance with ASTM A-380, after fabrication.

Gasket: Shall provide a watertight sealing surface around the full circumference of the pipe. Gaskets shall be formed of natural or synthetic rubber.

Lugs: Shall be welded to the shell and prevent alignment problems by allowing the bolts to pass through. Bolts shall not be welded to the sleeve.

16" and Larger: Tapping sleeves shall have a heavy welded steel body in compliance with ASTM A-36 or ASTM A-285, Grade C.

Gasket: Shall be natural or synthetic rubber compounded for water use and shall provide a watertight sealing surface.

Flange: Shall be constructed in accordance with AWWA C-207 Class D and shall be properly recessed for aligning the sleeve and tapping valves.

Protective Coating: Steel tapping sleeves shall be coated with epoxy. Minimum thickness shall be 8 mils.

- 1.5** Flexible Couplings: Shall be furnished and installed where shown on the drawings, specified, or in locations, as approved by the Engineer. Flexible couplings installed underground shall be ductile iron and Type 316 Stainless Steel nuts and bolts shall be used. When flexible couplings are used as expansion joints, the pipe ends shall be separated to allow for expansion. Where indicated on the drawings or required by field conditions, flexible couplings shall be suitable for connecting pipes having different outside diameters. Flanged coupling adapters shall be restrained with tie rods.

Protective Coating: Entire coupling assembly shall be given a 20 mil coating of T.C. Mastic as manufactured by Tape Coat Company, Bitumastic No. 50 as manufactured by Koppers Company, or approved equal.

Ductile Iron Pipe: Flexible Joint Couplings shall be Dresser Style 38, Rockwell Style 411, or equal. Flanged coupling adapters for ductile iron pipe shall be Dresser Type 127, Rockwell International 112, Baker Series 600, or equal.

Steel Pipe: Flexible couplings shall be Dresser Style 38, Rockwell International 411, or equal, except where other styles are required for special conditions.

Gaskets: Shall be neoprene rubber or equal.

- 1.6** Installation: Tapping sleeves shall be installed in accordance with the manufacturer's recommendations. Tapping valves shall meet the requirements of SECTION 15000, Valves and Fittings. Disc and seat ring shall be so constructed that the inside diameter of the ring is at least 3/16-inch larger than nominal size of valve. Tapping sleeve and valve assembly shall be blocked as indicated.

Test tapping sleeve for air leak prior to tapping the line.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 15020 - FIRE HYDRANTS

1.1 DESCRIPTION

Scope: Furnish labor, materials, equipment and incidentals to furnish and install fire hydrants as indicated on the drawings, in accordance with Utility requirements and according to typical fire hydrant installation.

1.2 MATERIALS

- A. **Submittals:** Submittals shall include certified drawing showing dimensions and construction details and certification from manufacturers that the products comply with appropriate AWWA Standards and these Specifications. Catalog data illustrating equipment to be furnished and a schedule of parts and materials shall be submitted.

Friction loss shall be guaranteed by the manufacturer to meet the requirements of AWWA C-502.

- B. **Standards:** Fire hydrants shall comply with requirements of AWWA C-502, Dry-Barrel Fire Hydrants, and AWWA C-550, Protective Epoxy Interior Coatings for Valves and Hydrants.

- C. **Manufactured Products:**

General: Fire hydrants shall be dry-barrel compression type, with the main valve opening against the pressure, in accordance with AWWA C-502. The hydrant shall be designed for a minimum working pressure of 150 psi and tested at 300 psi hydrostatic pressure. The hydrant shall be designed for a minimum working pressure of 200 psi and tested to 400 psi hydrostatic pressure when the pipe called for in the plans is Class 200.

Hydrant shall have permanent markings identifying name of manufacturer, size of main valve opening and year of manufacture. Markings shall be easily located and legible after the hydrant has been installed.

Hydrants shall be constructed so that the standpipe may be rotated to 8 different positions.

Center of the lowest nozzle shall have a minimum ground clearance of 15 inches. Hydrants shall be supplied with extension sections in multiples of 6-inches with rod and coupling as required to increase barrel length.

The fire hydrant manufacturer shall provide local representation and support services, through an established vendor, within the county of El Paso. Acceptable manufacturers and models shall be as follows or approved equal:

American Darling	B&4B
Clow	Medallion
Kennedy	Guardian K81D
M&H	Style 129
Mueller	Centurion

Size: Minimum inside barrel diameter shall be 7-inches. Minimum diameter of the main valve opening shall be 5-inches.

Traffic Type: The barrel and operating mechanism shall be so designed that in the event of an accident, damage, or breaking of the hydrant above or near the grade level, the main valve will remain closed and reasonably tight against leakage.

Manufacturer shall guarantee that the hydrant valve stem will not be bent when the hydrant is damaged or broken at or near ground level. A safety breaking flange or thimble shall be provided.

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Provisions shall be made in the design of the stem to disconnect the stem from the hydrant parts above the standpipe break point in the event of a traffic accident.

If breakable couplings are used, the design shall be such that the barrel safety flange and stem safety collar will break before any other hydrant part in the event of an accident. Design of coupling shall be such that no part of the coupling will drop into the hydrant barrel in the event of an accident.

Drain Outlet: Upper valve plate, seat ring and drain ring or shoe bushing shall be bronze, to form an all bronze drain way. The drain valve shall be provided to drain the hydrant properly by opening as soon as the main valve is closed.

Inlet Connections: Shall be mechanical joint, with accessories, gland, bolts, gaskets, and a 6-inch diameter inlet connection. Main valve facing against seats shall be synthetic rubber. Top of the stem or bonnet shall be equipped with O-ring seal. Hydrant shall be oil or grease lubricated.

Outlet and Pumper Nozzles: There shall be two hose outlets with two 1/2-inch nozzles with National Standard hose coupling screw threads. The outlet nozzles shall be of the caulked type or mechanically connected into the barrel with an O-ring seal and a non-corrosive locking pin to lock the nozzle to the barrel.

Pumper Nozzle shall have an inner diameter of 4-inches with threads conforming to the City of El Paso Standards.

Nozzle caps shall have one 1-inch square nut, gaskets and non-kinking chains. The operating nut and nozzle cap nuts shall be one 1-inch square at the base and tapered to 7/8-inch square at the end and not less than 1-inch deep. Nozzle caps to be provided with rubber gaskets.

Hydrant Operator: Shall be 1-inch square at the base and tapered to 7/8-inch at the end and not less than 1-inch deep. Attachment of the operator nut shall not, in any way, hinder operating the hydrant with the wrench. The hydrant operator shall open by turning left (counterclockwise).

Hydrants shall be designed with O-ring seals to prevent water from damaging the operating threads.

Tamper Proof Cover: The hydrant shall be equipped with a tamper proof cover, with drainage holes, that deters unauthorized operation of the hydrant. The tamper proof cover shall provide adequate wrench clearance and shall have a minimum inside diameter of 2-1/4". The height of the cover shall range from 2-1/4" to 2-1/2", measured from the base at the bonnet to the top of the collar.

Painting: Barrels above ground shall be primer coated and painted with two coats of paint; color shall be "aluminum" as approved by EPW.

Protective Coating: All interior ferrous surfaces of shoe exposed to flow shall be epoxy coated to a minimum dry thickness of 4 mils. Epoxy coating shall be factory applied by an electrostatic or thermosetting process in accordance with manufacturer's printed instructions. Epoxy materials shall be 100 percent powder epoxy or liquid epoxy conforming to AWWA C-550 and to the current requirements of the Food and Drug Administration and the EPA for potable water.

1.3 EXECUTION

Hydrants shall be installed in locations as shown on the Drawings or in standard locations approved by EPW. Installation shall conform to typical details of EPW. Paint damaged during installation shall be touched up. Hydrants shall be disinfected with the connecting pipe in accordance with Section 15030 "Cleaning, Disinfection and Testing of Water System" in these Specifications. All hydrants shall be furnished and left in good working order with control valve open.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 15023 – COUPLINGS, FLANGED COUPLING ADAPTERS, AND SERVICE SADDLES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Couplings, flanged coupling adapters, and service saddles required for piping connections.

1.2 SUBMITTALS

- A. Not required for products identical to those specified by name of manufacturer and model type.
- B. For products other than those specified by name of manufacturer and model number, submit information in accordance with requests for substitutions or "Or Equal" items in Section 01300.
- C. Submit information for products that vary from specified requirements regardless of manufacturer name.

PART 2 PRODUCTS

2.1 COUPLINGS

- A. Couplings for connecting plain-end steel or ductile iron pipe of same outside diameter:
 - 1. Dresser Style 38.
 - 2. Or approved equal.
- B. Transition couplings for connecting plain-end steel or ductile iron pipe of different outside diameter:
 - 1. Dresser Style 162.
 - 2. Or approved equal.
- C. Pressure rating shall be greater than test pressure of piping system.
- D. Materials:
 - 1. Middle Ring and Gaskets: As selected by manufacturer. Suitable for fluid service and maximum operating temperature of piping system.
 - 2. Followers: Ductile iron or steel.
 - 3. Bolts and Nuts: Manufacturer's standard.

2.2 FLANGED COUPLING ADAPTERS

- A. Flanged coupling adapters for connecting plain-end steel or ductile iron pipe to flanged pipe, fitting, valve, instrument, or equipment item:
 - 1. Dresser Style 128.
 - 2. Or approved equal.
- B. Pressure rating shall be greater than test pressure of piping system.
- C. Materials:

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1. Flange: Steel, faced and drilled to 150 lb. class in conformance with ANSI B16.5.
2. Body: Steel.
3. Follower: Ductile iron or steel.
4. Gasket: As selected by manufacturer. Suitable for fluid service and maximum operating temperature of piping system.
5. Bolts and Nuts: Manufacturer's standard.

2.3 SERVICE SADDLES

- A. Service saddles for tapping pipe sizes 18 in. and smaller shall be double strap design.
 1. Dresser Style 91.
 2. Smith-Blair Product No. 313.

2.4 ANCHORS

- A. Provide anchors including, but not limited to, tie rods, lugs, harness assemblies, flanged spool pieces, friction collars and hardware for each coupling, and flanged coupling adapter. Anchors shall restrain pipe to prevent movement out of each coupling and flanged coupling adapter.
- B. Design each anchor to sustain force developed by test pressure of piping system.
- C. Anchor studs placed perpendicular to longitudinal axis of pipe is unacceptable.
- D. Anchorage with welded attachments to ductile iron piping is unacceptable.

2.5 COATINGS

- A. Coatings for couplings, flanged coupling adapters, and service saddles shall be same material as coatings for connected pipe.

2.6 DISMANTLING JOINTS

- A. Manufacturers:
 1. Viking Johnson
 2. Or equal.
- B. The dismantling joints shall comply with AWWA C.219 and AWWA C550 as applicable.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's written instructions.

END OF SECTION

DELTA PLANNED WATER LINE REPLACEMENT

SECTION 15030 - CLEANING, DISINFECTION, AND TESTING

- 1.1 **Scope:** After completion of all pipe line section, the following procedure will be used to clean, sterilize, and pressure test the pipeline. The pipeline shall be filled and flushed until all evidence of dirt or debris has been washed from the pipeline. The line shall then be refilled if necessary, introducing the chlorinating material. Each valved section shall then be brought up to test pressure and the leakage test performed. After all sections have been accepted, all valves shall be cleaned and the line left full of sterilizing water.
- 1.2 **Quality Assurance:** The Contractor shall take special care to keep the interior of the pipe clean during storing, handling and laying operations in order to reduce the need for flushing to an absolute minimum. In addition, all open ends shall be tightly covered whenever unattended to prevent small animals and dirt from entering the pipeline after it is in place.
- 1.3 **Standards:** Disinfecting and Testing of Water Mains shall comply with applicable requirements of the following:
- AWWA B-300 Standard for Hypochlorites
 - AWWA B-301 Standard for Liquid Chlorine
 - AWWA C-651 Standard for Disinfecting Water Mains
- 1.4 **Materials:**
- A. Water required for filling, flushing and testing the line will be furnished by the Owner at no cost to the Contractor, within reason, at such points along the pipeline as water is available from the existing distribution or supply systems. Wasting of water will not be condoned and such actions may require the Owner to make appropriate charges for such water.
- The Contractor shall make provisions to provide the water, by tank truck or other means, to the points necessary to produce specified test pressure.
- Chlorinating material shall be either liquid chlorine conforming to AWWA B-301 or hypochlorite conforming to AWWA B-300.
- 1.5 **Sterilization:** Before acceptance for operation, each unit of completed water system shall be sterilized as specified below or as prescribed by AWWA Standard C-651. As per C-651, two consecutive sets of acceptable samples taken at least 24-hours apart, shall be collected from the new main. The unit to be sterilized shall be thoroughly flushed with water until all entrained dirt and mud have been removed before introducing the chlorinating material. The Contractor shall provide all chlorination material for sterilization at his cost. The chlorinating material shall provide a dosage of not less than 50 parts per million and shall be introduced into the water line in an approved manner. The treated water shall be retained in the pipe long enough to destroy all non-spore-forming bacteria. Except where a shorter period is approved, the retention time shall be at least 25 hours and shall produce not less than 10 ppm of chlorine at the extreme end of the line at the end of the retention period. All valves on the lines being sterilized shall be opened and closed several times during the contact period.
- EPW will conduct the free chlorine residual test and bacteriological sampling. Contractor is to contact RPR at least 24 hours in advance for the scheduling of EPW's field technician to conduct these procedures. On the testing/sampling day and prior to arrival of EPW's field technician, the Contractor is to ensure free chlorine residual is within the testable range as provided by RPR. Contractor representative and RPR are to be present during the testing and sampling. Results of the bacteriological test will be communicated to the RPR who will in turn inform Contractor of same.
- 1.6 **Hydrostatic Pressure and Leakage Testing:** All valves and hydrants shall be checked for proper operation and pressure the pipe system shall be subjected to a hydrostatic pressure and leakage test by Contractor. After completion of each valved section and following the filling and disinfection of the

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section, the system shall be subjected to this test. The meter, pressure gauges, pump, small piping and hose connections, and all labor necessary for conducting the test, shall be furnished by the Contractor.

After the section of pipeline has been filled, water shall be pumped into the section and the pressure raised to 150 pounds per square inch if the pipe called for is class 150 and 200 pounds per square inch if the pipe called for is class 200. This test pressure shall be maintained for a period of at least two (2) hours. The water required to maintain this pressure shall be delivered into the pipe through the meter. The amount of water through the meter during the two-hour test period will be the total leakage. Should this leakage exceed the allowable amount, as specified herein, the Contractor shall make such repairs as may be required until the actual leakage, as determined by succeeding tests, is no greater than the allowable as determined by the following formula:

$$L = S \times D \times (P^{1/2}) / 133,200$$

except that $L = 0$ in above ground systems and otherwise

L = Allowable Leakage in gallons/hour

S = Length of pipe tested in feet

D = Nominal diameter of pipe in inches.

P = Average test pressure during the test, in pounds per square inch, gage; determined by computing the weighted average of actual pressures on various portions of the section.

After all sections of the pipeline have been tested, as described above, all valves shall be closed and the line left filled with the water to be used for disinfection and testing.

END OF SECTION